

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020

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

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

1
RESOLUTION NO. 20-505

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 11, 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 11, 2020; 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
RESOLUTION NO. 20-506

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0612:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0612 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Altman CO (P2000872)	Court House	42011438-5410	\$13,241.93
Altman CO (P1000872)	Court House	42011438-5410	\$10,822.21

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2003478	STRATEGIC BENEFIT DESIGN LLC	CONSULTING SERVICES	60211902 - 5301	\$17,000.00
R2003490	ZOLL MEDICAL CORPORATION	AUTOPULSE- BATTERY REPLACEMENT (30)	10011303 - 5228	\$16,500.00
R2003493	DANFORTH ELLIS PROPERTIES LLC	6-MONTH RENTAL FOR MEDIC 7	10011303 - 5335	\$31,226.34

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

3
RESOLUTION NO. 20-507

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR THE TREASURER'S OFFICE:

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

Supplemental Appropriation			
10214108-5801	Excess Foreclosure Funds/Misc. Cash Transfers		36,155.07
Transfer of Funds			
From	To		
10214108-5801	75214106-4601		24,184.77
Excess Foreclosure Funds/Misc. Cash Transfers	Sheriff Property Tax Proration/Interfund Revenues		
10214108-5801	24414102-4601		11,970.30
Excess Foreclosure Funds/Misc. Cash Transfers	Delinquent Tax-Treasurer/Interfund Revenues		

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

4
RESOLUTION NO. 20-508

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE BUREAU OF JUSTICE ASSISTANCE GRANT:

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

Grant #	GRANT13127385
Source:	BJA FY 20 Innovative Prosecution Solutions for Combatting Violent Crime
Grant Period:	October 1, 2020 – September 30, 2021
Federal Grant Requested Amount:	\$ 341,500.00
Local Match:	\$ <u>0.00</u>
Total VOCA Grant Amount:	\$ 341,500.00

The authorization of us to apply for this grant allows us to request funding for a new case management system. We had previously been granted the capital funds through the county this year, but have been asked to hold off due to COVID-19. We decided to try applying for a grant to fund this request.

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

5

RESOLUTION NO. 20-509

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2021 VOCA/SVAA
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2020 – September 30, 2021
Federal Grant Requested Amount:	\$ 160,686.30
Local Match:	\$ <u>40,171.57</u>
Total VOCA Grant Amount:	\$ 200,857.87

Grant #	2021 VOCA/SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2020 – September 30, 2021
State Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00

Total Grant Amount: \$ 222,986.87

The authorization of us to apply for this grant allows us to continue to employ our Victim Services Director, Victim Services Assistant and Civil Protection Order Specialist. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

6

RESOLUTION NO. 20-210

IN THE MATTER OF ESTABLISHING A NEW FUND, NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CARES ACT GRANT:

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

New Fund		
218	COVID19	
New Organization Key		
21811327	Cares Act Grant	
Supplemental Appropriation		
21811327-5001	Cares Act Grant/Compensation	27,514.99

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

7

RESOLUTION NO. 20-511

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH SM MILLER CONSTRUCTION COMPANY FOR ALUM CREEK PUMP STATION DIESEL PIPING AND OTHER ON-CALL REPAIR AND CONSTRUCTION SERVICES AS AUTHORIZED:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with SM Miller Construction Company for

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Alum Creek Pump Station diesel piping and other on-call repair and construction services as authorized;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with SM Miller Construction Company:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 15th day of June, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and *SM Miller Construction Co., 5755 Beatty Rd., Grove City, Ohio 43123* (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide repair services for the Alum Creek Pump Station diesel piping, and other on-call repair and constructions services as authorized (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, 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 on a time and materials basis in accordance with the pricing set forth in the Contractor’s rate sheet, attached hereto as *Exhibit A* and, by this reference, fully incorporated herein.
- 4.2 The Contractor shall provide a written estimate for all requested Services, and Services shall only be performed upon written authorization from the Sanitary Engineer.
- 4.3 Total compensation under this Agreement shall not exceed \$50,000.00 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 Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served on the individuals 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: Delaware County Regional Sewer District
Name: Cory Smith

Address: 7767 Walker Wood Blvd., Lewis Center, OH. 43035

Telephone: 740-833-2226

Email: csmith@co.delaware.oh.us

Contractor: SM Miller Construction Company
Name of Principal: Steve Miller

Address of Firm: 5755 Beatty Rd.

City, State, Zip: Grove City, Ohio, 43123

Telephone: 614-875-4058

Email: gina@gosmmco.com

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Contractor shall commence Services upon written authorization from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor shall not proceed with any Services without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties.

10 INDEMNIFICATION

- 10.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

8

RESOLUTION NO. 20-512**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR BERLIN MEADOWS:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for Berlin Meadows;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for Berlin Meadows:

SUBDIVIDER'S AGREEMENT
Berlin Meadows Subdivision

This Agreement is entered into on this 15th day of June 2020, by and between **Metro Development LLC, 470 Olde Worthington Road, Westerville, Ohio 43082** (the "Subdivider"), and the **Delaware County Board of Commissioners**, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County Commissioners" or "County"), as evidenced by the **Berlin Meadows** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio.

RECITALS

WHEREAS, the Subdivider has acquired, or will acquire, fee title to certain real property situated in Delaware County, a description of which real property is attached hereto as Exhibit A, and intends to develop the real property as the Berlin Meadows Subdivision, in phases to be determined (the "Subdivision"); and

WHEREAS, as part of, and for the benefit of, the Subdivision, the Subdivider is required to construct, install, or otherwise make certain on-site public infrastructure improvements, including sanitary sewer improvements as shown on and in compliance with the approved engineering drawings and specifications for the Public Sanitary Sewer Improvement Plan for Berlin Meadows Gravity #1, dated March 5, 2020, and approved by the County Commissioners on March 19, 2020, which are, by this reference, fully incorporated herein, as well as certain off-site sanitary sewer improvements depicted on the Sanitary Master Plan for Berlin Meadows, attached hereto as Exhibit B, specifically "Gravity #1" and "Gravity #2" (together with the on-site sanitary sewer improvements, collectively referred to herein as the "Improvements"); and

WHEREAS, Gravity #1 and Gravity #2 will serve the Subdivision but require design and construction modifications, specifically upsizing about 2900 feet from 12" to 15" and 925 feet from 10" to 15" with an increased depth of about 8 feet for 2900 feet of the alignment, to accommodate service to the larger tributary area, which is depicted in the map attached hereto as Exhibit C, making such portions of Gravity #1 and Gravity #2 regional improvements;

WHEREFORE, the parties, intending to be legally bound, agree to the following terms and conditions:

1. **Design and Construction Obligations:** The Subdivider shall design, construct, install and pay the entire cost and expense of all the Improvements, subject to tap credit reimbursement for those portions or aspects of the Improvements that constitute regional improvements. The Subdivider shall complete construction of Gravity #1 within fifteen (15) months of the date of this Agreement and shall complete construction of Gravity #2 within thirty (30) months of the date of this Agreement. Extension of any of the deadlines stated herein may be granted only with the County Commissioners' written approval. If the Subdivider shall fail to construct Gravity #2 within the time required herein, then Subdivider irrevocably agrees that the County or any other developer, with the permission of the County, may complete Gravity #2. If Subdivider does not construct Gravity #2, the County or any other developer constructing Gravity #2 will be required to install all lateral lines at the time of construction at Subdivider's expense in accordance with the Gravity #2 and #3 Construction Criteria set forth on Appendix attached hereto. The County or any other developer installing the lateral lines will negotiate the cost to install the lateral lines prior to installation.
2. **Tap Fee Credits:** The County shall reimburse Subdivider a portion of the construction cost of the Improvements through tap credits in the total amount of **\$331,701.00**, which may only be used by the Subdivider within the Subdivision, including the school site within the Subdivision, the Fourwinds Residential Hotel project and the future North Farms multi-family project. The Subdivider and the County mutually acknowledge and agree that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

3. Financial Warranty: The Subdivider shall execute and provide to the County a bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to **\$315,519.00**, which is the cost of construction of the Improvements, minus the amount set forth in Section 2 hereof, which the County deems acceptable to insure faithful performance of this Agreement and the completion of all Improvements in accordance with all applicable rules and regulations of Delaware County, Ohio. The Subdivider shall, within thirty (30) days following completion of construction and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the original construction financial warranty. The Subdivider 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 Subdivider's financial warranty for the purpose of proper completion of the Improvements.
4. Fees: Upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer Five Thousand Dollars and Zero Cents (**\$5,000.00**) for plan review. The Subdivider shall also pay the Delaware County Sanitary Engineer Twenty Thousand Dollars and Zero Cents (**\$20,000**) for inspection during construction and cleaning and televising of the sewers and appurtenances. The Delaware County Sanitary Engineer shall, in his or her sole discretion, inspect, as necessary, the Improvements being installed or constructed by the Subdivider.
5. Indemnity: The Subdivider shall indemnify and save harmless the County and all of its officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the completion of the Improvements, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in the performance of this Agreement.
6. Construction Process: The Subdivider shall have a competent representative who is familiar with the Improvements on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the sole opinion of the Delaware County Sanitary Engineer, the representative's performance is deemed inadequate. If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans, and the Delaware County Sanitary Engineer shall evaluate this request within a reasonable period of time. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer. The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements. The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.
7. Easements: The County shall provide, at no-cost to the Subdivider, easements for the alignment of Gravity #1 that is not located within the Subdivision. The Subdivider shall provide to the County all other necessary easements or rights-of-way required to complete the Improvements, including for the alignment of Gravity #2 and the Evans Farm Sewer Extension, all of which shall be obtained at the sole expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.
8. Completion of Construction: The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements, subject to the Subdivider's maintenance obligation. The Subdivider shall, within thirty (30) days following completion of construction of the Improvements and prior to final acceptance, furnish to the County as required:

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020

- a. "As built" drawings of the Improvements, which plans shall become the property of the County, shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer, and shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format;
- b. An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data;
- c. An itemized statement showing the cost of the Improvements;
- d. Documentation showing the required sanitary easements; and
- e. An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.

9. Failure to Complete: Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion. The Subdivider may, with the written approval of the Delaware County Administrator, assign this Agreement.

10. Maintenance Obligation: The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

11. Payment of Connection Charges: After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans, and the parties hereto have executed this Agreement as of the date first written above.

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

9
RESOLUTION NO. 20-513

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR KINGSTON RAVINES; HOWARD FARMS SECTION 1, PHASE B; HEATHER RIDGE SECTION 2; AND CHESHIRE WOODS SECTION 3B:

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

Kingston Ravines

WHEREAS, John H. Hill, Trustee of the KSM Inter Vivos Revocable Trust Agreement, has submitted the Plat of Subdivision ("Plat") for Kingston Ravines, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Kingston Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 24, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 28, 2019; and

WHEREAS, the Delaware General Health District has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 24, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 28, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on December 9, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 3, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Subdivision for Kingston Ravines.

Kingston Ravines

Situated in the Township of Kingston, State of Ohio, and being part of Farm Lots 38 & 40, Quarter Township 2, Township 5, Range 17 of the United States Military Lands. Being a subdivision of 23.078 acres, being 9.991 acres of an original 33.456 acre (Tract B) conveyed to John W. Hill, Jr., Trustee of the KSM Inter Vivos Revocable Trust Agreement dated August 8, 1998 in Official Records Volume 1488, Page 2566, and being 13.087 acres of an original 89.320 acre tract conveyed to ThistleGate 7 LLC in Official Records Volume 1578, Page 2444 in the Delaware County Recorder's Office. Cost: 12.

Howard Farms Section 1, Phase B

WHEREAS, Cottages at Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Howard Farms Section 1, Phase B, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 6, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on June 26 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 8, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 30, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on September 3, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Howard Farms Section 1, Phase B.

Howard Farms Section 1, Phase B

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lot 6, Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 13.425 acres of land, more or less, said 13.425 acres being part of that tract of land conveyed to Homewood Corporation by deed of record in Official Record 719, Page 1262, Recorder's Office, Delaware County, Ohio. Cost: \$78.

Heather Ridge Section 2

WHEREAS, Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Heather Ridge Section 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 15, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 29, 2020; 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 April 30, 2020; 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 May 4, 2020; 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 June 1, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Heather Ridge Section 2.

Heather Ridge Section 2

Situated in the State of Ohio, County of Delaware, Township of Concord, being in Farm Lot 39, Section 3, township 4, Range 19, United States Military Lands containing 20.438 acres, said 20.438 acres being part of a 30.00 acre tract as conveyed to Homewood Corporation in Official Record 1542, Page 2279, part of a 2.537 acre tract as conveyed to Homewood Corporation in Official Record 1542, Page 2285, and part of a 6.00 acre tract as conveyed to Homewood Corporation in Official Record 1542, Page 2323, Delaware County Recorder's Office. Cost: \$129

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Cheshire Woods Section 3B

WHEREAS, Homewood Corporation has submitted the Plat of Subdivision (“Plat”) for Cheshire Woods Section 3B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 4, 2020; 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 1, 2020; 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 7, 2020, 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 May 7, 2020; 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 June 1, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Cheshire Woods Section 3B.

Cheshire Woods Section 3B

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lots 18 and 19, Quarter Township 3 Township 4, Range 17, United States Military Lands, and Containing 19.634 acres of land, more or less, said 19.634 acres being all out of that 73.16 acre (orig.) tract of land deeded to Homewood Corporation, an Ohio Corporation, in Official Record 876, Page 1269, being of record in the Recorder’s Office, Delaware County, Ohio. Cost \$105.

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

10

RESOLUTION NO. 20-514

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT20-0092	Spectrum	Fancher Road	Place buried cable

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

11

RESOLUTION NO. 20-515

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the County Engineer and the Engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for three mowers for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio cooperative purchasing program (the “Program”); and

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020

WHEREAS, the mowers are available for purchase via the Program; and

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

WHEREAS, a vendor is offering a trade-in credit on the purchase of the John Deere 2950R ZTrak Mowers; and

WHEREAS, the County has a 2013 John Deere Z997 Mower, S/N 1TC997SCADF080472; a 2016 John Deere Z997R Mower, SN #1TCZ997REFN01352; and a 2008 Grasshopper 722D Mower that are not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new John Deere Z950R ZTrak Mower;

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

Section 1. The Board hereby authorizes the purchase of three (3) 2020 John Deere 2950R ZTrak Mowers at a price of \$11,742.18 each for a total of \$35,226.54 from Program Supplier Deere & Company, or any Program authorized Dealer for the Supplier.

Section 2: The purchase authorized in Section 1 shall be subject to the contract and terms and conditions for Contract 800750, Index STS515, of the Program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 3: The Board hereby finds that the County has a 2013 John Deere Z997 Mower, S/N 1TC997SCADF080472; a 2016 John Deere Z997R Mower, SN #1TCZ997REFN01352; and a 2008 Grasshopper 722D Mower that are not needed, obsolete, or unfit for public use and authorizes the sale of the 2013 John Deere Z997 Mower for a price of \$4,000, the 2016 John Deere Z997R Mower for a price of \$5,000 and the 2008 Grasshopper 722D Mower for a price of \$3,000 for the total price of \$12,000 as a credit on the total purchase price for the purchase approved in Section 1.

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

12

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Participated in an internal conference call regarding the CARES ACT reimbursements last week.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the CORSA meeting in person on Friday.

Commissioner Lewis

-Participated in the Zoom meeting concerning Community Conversations in Policing. Both Sheriff Martin and Chief Pijanowski participated in the meeting.

Commissioner Benton

-The Investment Committee will meet on Thursday morning.

14

RESOLUTION NO. 20-516

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

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

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

RESOLUTION NO. 20-517**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

15**RESOLUTION NO. 20-518**

**IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES AND AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2896 OHIO COUNCIL 8 AFL-CIO:**

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

**NEGOTIATED AGREEMENT BETWEEN
DELAWARE COUNTY
BOARD OF COMMISSIONERS AND ENVIRONMENTAL SERVICES
AND
OHIO COUNCIL 8 AND LOCAL 2896
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

SERB Case No. and the final signed agreement will be added when finalized

SERB CASE NO. 2019-MED-09-0899

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the "Director"), subject to the approval of the Delaware County Board of Commissioners Jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

ARTICLE 2 - RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Chemist I, Chemist II, Collections Laborer, Collections Technician I, Collections Technician II, Electronic Maintenance Technician I, Electronic Maintenance Technician II, Lead Collections Technician, Collections Crew Chief I, Collections Crew Chief II, Lead Maintenance Technician, Lead Operator, Maintenance Technician I, Maintenance Technician II, Maintenance Technician III, Relief Operator, Regional Wastewater Facility Operator, Inspector I, Inspector II Lead Inspector, and Truck Driver.

Excluded from the bargaining unit are all Management Level Employees, Confidential Employees, and Supervisory Employees as defined in the Act including the Director, Sanitary Engineer, Deputy Director, Operations Assistant Superintendent, Operations Superintendent, Operations Manager, Operations Manager Class IV, Maintenance Manager, Collections Systems Manager, Administrative Coordinator, Construction Coordinator, Administrative Assistant I, Utility Billing Specialist, Collections Assistant Manager, Maintenance Assistant Manager, Staff Engineer I, Staff Engineer II, and Staff Engineer III.

Section 2.2 Exclusive Recognition. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

Section 2.3 Employee Rights. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

Section 2.4 Position Descriptions. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Uniform Application. The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or handicapped status. The parties further agree that neither the

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

Section 3.2 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 3.3 Sexual Harassment. Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

Section 3.4 Grievances. Grievances alleging a violation of this Article may be appealed to Step 2 of the grievance procedure but are not subject to arbitration. This provision does not preclude an employee from filing a charge of discrimination with the EEOC or OCRC.

ARTICLE 4 - HEALTH & SAFETY

Section 4.1 Policy. Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 4.2 Employee Responsibility. All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

Section 4.3 Dangerous Act. An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

Section 4.4 Safety Issues. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs (a) and (b) below.

An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged violation.

b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

ARTICLE 5 • NO STRIKE/LOCKOUT

Section 5.1 No Strike. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

Section 5.2 Violations. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

Section 5.3 No Lockout. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE: 6 - MANAGEMENT RIGHTS/WORK RULES

Section 6.1 Recognition. The Union recognizes the Director and Board of County Commissioners ("Management" or "Employer") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

Section 6.2 Management Rights. Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time re-determine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Employer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;

to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

Section 6.3 Residual Responsibilities. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

Section 6.4 Work Rules. Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules or the Employer shall have all work rules available on the County website or intranet. To the extent applicable, work rules shall be consistently applied and enforced.

Section 6.5 ADA, EEOC. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING

Section 7.1 Work Assignment. The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

Section 7.2 Subcontracting. The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Section 7.3 Prior Discussions. Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

ARTICLE 8 - UNION REPRESENTATION. LABOR MANAGEMENT MEETINGS

Section 8.1 Union Representatives. The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

Section 8.2 Bulletin Boards. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union to remove the materials.

Section 8.3 Use of County Meeting Rooms. The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

Section 8.4 Union Matters. In the absence of the Employer's consent, Union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

Section 8.5 Labor Management Meetings. Regular LIM meetings may be held between the Employer and Union representatives to discuss matters of concern. Meetings will be held at the written request of either party no more than once quarterly or as the parties mutually agree. Agenda items will be submitted by either party at least 48 hours in advance of such LIM meetings. In the event neither party has submitted an agenda item for discussion, the LIM meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

ARTICLE 9 - DUES DEDUCTION

Section 9.1 Dues Authorization. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson.

Section 9.2 Dues Remittance. The Union shall advise the County Auditor and County Administrative Services, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the deduction.

Section 9.3 Good Standing. There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee unless otherwise required by law.

Section 9.4 Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 10 - SENIORITY

Section 10.1 Definition. Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

Section 10.2 Loss of Seniority. The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

Section 10.3 Seniority List. The Employer agrees to provide a seniority list on an annual basis upon request of the local union president.

ARTICLE 11 - PROBATIONARY EMPLOYEES

Section 11.1 New Hire Probationary Period. Newly hired employees must complete a one year probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement nor appealable to the State Personal Board of Review.

Section 11.2 Promotional Probationary Period. Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced to their previous position prior to completion of a one hundred eighty (180) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

Section 11.3 Voluntary Reductions in Classification, Review Period. Employees who apply for and are awarded a voluntary reduction in classification shall not be required to complete a probation period however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement

Section 11.4 List of Employees. The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

ARTICLE 12 - VACANCY. PROMOTION. TEMPORARY ASSIGNMENT

Section 12.1 Posting of Vacancies. If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for at least ten (10) calendar days. Interested employees may have their applications considered by filing an application with the County Human Resources during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Employer, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

The Employer shall select the applicant it deems best suited for the position after considering an applicant's: seniority; qualifications, including education, certifications/licensure, and specialized training; active discipline; work record; attendance; experience in the same or similar positions with this or another employer; evaluations; and, demonstrated ability with the Employer.

Section 12.2 Selection for Vacant Position. The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Section 12.1.

Section 12.3 Temporary Assignment. All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or the minimum of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

ARTICLE 13 - LAYOFF & RECALL

Section 13.1 Reasons for Layoff. Employees may be laid off for one or more of the following reasons:

1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

2. Lack of work within the Sewer District. A lack of work means a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

Section 13.2 Order of Layoff.

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:
 - a. Newly hired employees in that classification who have not completed their probationary period;
 - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the duties of the position in question.

Section 13.3 Displacement Rights. An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

Section 13.4 Recall or Reinstatement Rights.

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.
2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.
4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.
5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

Section 13.5 Vacation Leave Payout. Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

Section 13.6 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

ARTICLE 14 - DISCIPLINARY ACTION

Section 14.1 Standards of Conduct. Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

or policies hereafter put into effect and including violation of the Ethics of County Employment and County Rules.

Section 14.2 Discipline. Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

Section 14.3 Pre-disciplinary Process. Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

Section 14.4 Serious Offenses. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

Section 14.5 Appeal of Discipline. When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2. Grievances concerning verbal and written reprimands may not be appealed to Step 3 of the grievance procedure, however, a third reprimand in a calendar year is subject to Step 3 of the grievance procedure.

Section 14.6 Exclusive Appeal. Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

Section 14.7 Union Representation. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

ARTICLE 15 • GRIEVANCE PROCEDURE

Section 15.1 Definitions. For the purposes of this Article, the below listed terms are defined as follows:

Grievance. A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2) the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

Grievant. A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

Section 15.2 Days, Timelines, Extensions. The limits in days under each section shall be counted as calendar days unless otherwise specified. The time limits may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

Section 15.3 Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate and shall be kept to the minimal time necessary.

Section 15.4 Grievance Steps. The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. Step 1: Immediate Supervisor. The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Immediate Supervisor, or his designee. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

complete waiver and forfeiture of the grievance.

The Immediate Supervisor or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Immediate Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. Step 2: Director. If the grievance is not satisfactorily resolved in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting or within the agreed upon extension, if any, the Union may pursue the grievance to Step 3.

3. Step 3: Arbitration.

Notice to arbitrate, selection of arbitrator. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by serving the Employer written notice of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer. Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement.

Issue for arbitrator. The arbitrator shall hear and determine only one grievance except upon specific and written agreement of the Union and the Employer to do so unless two or more grievances which arose out of the same nucleus of operative facts, except discipline. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

Authority of arbitrator. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

Limits of authority of arbitrator. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement in arriving at a determination of any issue properly presented within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

Exclusive procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

Costs. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Exchange of witness and document lists. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

Attendance at hearings. Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

Section 15.5 Voluntary Mediations. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

ARTICLE 16 - :HOURS OF WORK/OVERTIME

Section 16.1 Work Week. The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

Section 16.2 Continuous Operations. The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total forty hours in the scheduled operator workweek.

Section 16.3 Lunch Period and Breaks. Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. AB employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities.

Other employees may schedule meal and break periods with the approval of the Employer, and if meals are taken at a plant, such will be at the plant with the shortest travel time.

Section 16.4 Overtime and Compensatory Time. Employees shall be paid one and one-half (1 1/2) times their applicable rate of pay for all hours actually worked in excess of forty (40) hours worked in any work week. For purposes of determining overtime eligibility, holidays, sick leave, vacation leave, personal leave and compensatory time are considered hours worked for any unscheduled overtime. Unscheduled overtime is any overtime not posted by the Supervisor including emergency call-in, Operators performing essential duties at package plants performed during non-regular worked hours as required, and shift operators covering shifts on their day off due to vacancies or absences.

For the purposes of calculating overtime eligibility for scheduled overtime, the following apply:

- A. Holidays will be considered hours worked towards calculation of overtime;
- B. Preapproved vacation leave, sick leave, compensatory time and personal leave, if the leave request is submitted, approved and signed by the employee and supervisor prior to posting for scheduled overtime, within the same work week, will be considered worked hours towards calculation of overtime. Vacation leave, sick leave, compensatory time, and personal leave not preapproved prior to the posting of scheduled overtime will not be considered hours worked towards calculation of overtime.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall first offer pre-scheduled overtime to all employees within the department who are qualified on a generally equal basis and then to other qualified employees. For distribution of prescheduled overtime the "department" shall mean the plants (each regional plant), package plants, maintenance, collections, and inspectors. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime

Section 16.5 Minimum Call-in. Any employee called in for trainings or meetings (whether in person or remotely) to work outside of his normal scheduled hours of work shall be paid a minimum of two (2) hours. Any employee called in to work outside of his normal work hours to address an emergency situation shall be paid a minimum of three (3) hours at 1.5 times the employee's regular hourly rate.

Section 16.6 Pyramiding of Overtime. There shall be no pyramiding of overtime.

ARTICLE 17 -SICK, PERSONAL AND UNPAID LEAVES

Section 17.1 Sick Leave. Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, great-grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, such paid leave shall not exceed five (5) days without further written approval by the Employer.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case by case basis not to exceed three (3) days.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as required by

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

Department policy. In order to qualify for use of paid sick leave, the employee must complete a sick leave request. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of 15 minute increments. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

Section 17.2 Sick Leave Conversion at Retirement or Death. An employee covered under this Agreement who retires from the Employer under the Public Employees Retirement System shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of 60 days paid leave or maximum of 480 hours. Employees who have received a sick leave conversion from the Employer or another public employer shall not be eligible for a conversion under this provision. An employee covered under this Agreement who dies shall have sick leave paid to his or her personal representative or estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

Section 17.3 Jury Duty Leave. The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

Section 17.4 Family and Medical Leave. The County FMLA policy will be applied to employees.

Section 17.5 Other Unpaid Leaves of Absence. Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

Section 17.6 Personal Leave. Each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least two (2) hour increments.

ARTICLE 18 - HOLIDAYS

Section 18.1 Holidays. All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hours holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

Section 18.2 Holiday Pay. Holiday pay will be calculated at the employee's straight-time hourly rate for eight (8) hours, (or 4 hours where applicable).

Section 18.3 Observance. In the event that a holiday falls on a Saturday, the preceding Friday will be considered the

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

ARTICLE 19 - VACATIONS

Section 19.1 Vacation Earned. Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

40-Hour Per Week Employees

1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death. An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns or retires in good standing from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

Section 19.3 Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

Section 19.4 Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

Section 19.5 Part Time Employees. Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

ARTICLE 20 – INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to this bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 21 - WAGES

Section 21.1 Wage Schedule. Beginning the first full pay period in January 2020, the wage schedule shall be as set forth in Appendix A. Wage increases for 2020 shall be effective in the first full pay period in January 2020 and are set forth in Appendix A. While changes in the pay level for current bargaining unit classifications shall be retroactive to the first full pay period in

January 2020, any pay increases resulting from promotions into newly created positions shall be prospective based on the date of promotion. For the years 2021 and 2022, the wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County may adjust the wage schedule. The Employer shall conduct a wage study for bargaining unit positions in 2022. The results of this study shall be provided to the Union and may be considered in subsequent negotiations between the parties. In no case shall the schedule be reduced.

Section 21.2 Promotions. Employees who are selected for a position in a different classification which has a higher pay grade shall receive an increase equal to the difference between the skill levels of the wage chart, but in no event greater than minimum or maximum of the grade level.

**ARTICLE 22 - CERTIFICATION REQUIREMENTS,
TRAINING AND EDUCATION**

Section 22.1 Certification Requirements. If an employee in a position for which certifications are required by applicable state and/or federal statutes or regulations does not satisfy such requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

Section 22.2 Reimbursement for Education and Training. The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification. The Employer will also pay for the re-certification fee.

ARTICLE 23 - UNIFORMS

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

ARTICLE 24 - SCOPE, SEVERABILITY. CIVIL SERVICE LAW

Section 24.1 Prior Agreement. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 24.2 Full Opportunity/Waiver. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

Section 24.3 Severability. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 24.4 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

Section 24.5 Civil Service Law. Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

Section 24.6 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 25 - DURATION

Section 25.1 Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 25.2 Negotiations. Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty(60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement unless otherwise mutually agreed by the parties.

Section 25.3 Duration. This Agreement shall become effective January 1, 2020 and shall remain in full force and effect until December 31, 2022.

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

16

RESOLUTION NO. 20-519

IN THE MATTER OF RE-APPOINTING A MEMBER AND APPOINTING MEMBERS TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, the terms for two seats will expire June 21, 2020, and one of the members occupying those seats wishes to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the board of trustees of the Delaware-Morrow Mental Health & Recovery Services Board; and

WHEREAS, the term for Jann Heffner has been vacated due to her resignation; and

WHEREAS, a vacancy will exist for a term that will commence July 1, 2020, and will expire June 30, 2024;

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

Section 1. The Board hereby approves an exception to the Policy for the reappointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of Chris Shamro to the Mental Health & Recovery Services Board for a term commencing July 1, 2020 and expiring June 30, 2024.

Section 3. The Board hereby appoints Dr. Anna Horstman as a member of the Delaware-Morrow Mental Health & Recovery Services Board for an unexpired term ending June 30, 2022.

Section 4. The Board hereby appoints Ruchelle Pride as a member of the Delaware-Morrow Mental Health & Recovery Services Board for a term commencing July 1, 2020 and expiring June 30, 2024.

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

Other Business

RESOLUTION NO. 20-520

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE REVOLVING LOAN GENERAL FUND:

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

New Organization Key

10011170 Revolving Loan General Fund

Supplemental Appropriation

10011170-5365 Revolving Loan General Fund/Grant Related Services 3,000,000.00

This supplemental includes the \$1,000,000 from the Title Administration Fund, \$1,500,000 from the General Fund and \$250,000 each from Liberty and Orange Townships.

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

RESOLUTION NO. 20-521

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A TRANSFER OF FUNDS FOR THE TITLE ADMINISTRATION FUND:

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

WHEREAS, pursuant to section 325.33(B) of the Revised Code, if the board of county commissioners and the clerk of courts agree that the money in the clerk of courts certificate of title administration fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code, the excess may be transferred to the county general fund and used for other county purposes; and

WHEREAS, on June 9, 2020, the Delaware County Clerk of Courts submitted a letter to the Delaware County Board of Commissioners (the “Board”) stating that the excess balance of \$1,000,000 in the Clerk’s certificate

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2020**

of title administration fund and that the excess may be transferred to the county general fund to support area businesses through the Board’s proposed COVID-19 economic development revolving loan program;

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

Section 1. The Board hereby agrees that the money in the Clerk’s certificate of title administration fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and that the excess, in the amount of \$1,000,000 may be transferred to the county general fund for the purpose of contributing to the Board’s COVID-19 economic development revolving loan program.

Section 2. The Board hereby approves the following supplemental appropriation and transfer of funds:

Supplemental Appropriation

24820101-5801	Title Administration/Misc Cash Transfer	1,000,000.00
---------------	---	--------------

Transfer of Funds

From	To	
24820101-5801	10011170-4601	1,000,000.00
Title Administration/Misc Cash Transfer	Revolving Loan General Fund/Interfund Revenue	

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

Jennifer Walraven, Clerk to the Commissioners