

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 17, 2020**

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

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

- 10:00 A.M. Hearing On The Sanitary Sewer Improvements For The Riverby Estates Subdivision And Condos At Riverby (Public Participation In This Hearing, Will Be Taking Place Only By Virtual Means)**
- 1:30 P.M. Drainage Viewing For Consideration Of The Davis #240 Drainage Improvement Petition (Public Participation In This Hearing, Will Be Taking Place Only By Virtual Means)**

1
RESOLUTION NO. 20-700

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 13, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 13, 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. 20-701

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0814:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0814 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2003986	GLAUS PYLE SCHOMER BURNS & DEHAVEN INC	ENTRANCE AND PARKING LOT IMPROVEMENTS	66611900 - 5410	\$22,000.00
R2003996	CHESROWN	VEHICLE	60111901 - 5370	\$10,993.00
R2004005	HEALTHY DISPATCHER LLC,THE	HEATHY DISPATCHER TRAINING FOR 9-1-1 STAFF	21711326 - 5305	\$ 5,500.00
R2004009	XYLEM WATER SOLUTIONS USA INC	REPLACEMENT EQ PUMP - SCIOTO HILLS AND SPARE	66211900 - 5260	\$ 7,908.00
R2004010	APO PUMPS AND COMPRESSORS LLC	REPAIR SERVICES FOR BOTH PULSE-AIR SYSTEMS AT	66211900 - 5328	\$ 8,315.86

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

3
RESOLUTION NO. 20-702

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS RECOGNIZING AUGUST 18, 2020 AS THE 100-YEAR ANNIVERSARY OF THE RATIFICATION OF WOMEN’S RIGHT TO VOTE:

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

WHEREAS, Delaware County recognizes and affirms the necessary role of voting for all Americans within a fair and functioning democracy.

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NOW THEREFORE BE IT PROCLAIMED, It is with pride that the Delaware County Commissioners recognize August 18, 2020 as the 100-year anniversary of the Women’s Right to Vote. Many women throughout the years, and continuing to this day, serve our community in key elected roles. Our democracy, however, wasn’t always so inclusive to women. That includes the basic right to vote. Women first requested the right to vote in the early 1800s. It wasn’t until the late 1800s that the 19th Amendment was even introduced. This important Amendment to our Constitution is what gave Women the Right to Vote. It was finally ratified on August 18, 1920. Today we recognize this notable anniversary and honor all the women throughout history who fought for us, and for our daughters to be heard on Election Day.

FURTHER BE IT PROCLAIMED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, August 18, 1920 is more than a date in a history book. It’s a crucial victory in the Women’s Suffrage movement, the fight for equality. Today, we honor our female ancestors who stood up and bravely shouted over and over “We will be heard.” Our nation is better today because of them.

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

**4
RESOLUTION NO 20-703**

IN THE MATTER OF ESTABLISHING A NEW FUND AND A NEW ORGANIZATION KEY FOR THE TREASURER’S OFFICE:

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

New Fund
766 Manufactured Home Escrow Fund

New Organization Key
76614902 Manufactured Home Escrow

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

**5
RESOLUTION NO. 20-704**

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff’s Office to expend county monies for the purchase of a new cruiser; and

WHEREAS, the cruiser is available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, the necessary vehicles are available from another party, Statewide Ford-Lincoln-Mercury, Inc., upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new motor vehicle to be used by the County Sheriff or his employees for the following reasons: (1) existing cruisers have reached the end of their useful service lives; (2) a new cruiser is necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) a new cruiser will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of one (1) 2020 Ford Police SUV at a cost of \$44,419.00 from Statewide Ford-Lincoln-Mercury, Inc., upon the equivalent terms, conditions, and specifications of State

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of Ohio Index No. GDC050, Contract #RS901620.

Section 3. The Board hereby authorizes the Sheriff’s Office to initiate the necessary purchase order(s) to Statewide Ford-Lincoln-Mercury, Inc., and hereby approves the purchase order(s) from fund numbers 10031301-5450 and 60111901-5370

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

6

RESOLUTION NO. 20-705

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO CHESHIRE ROAD AND APPROVING OF A PROFESSIONAL SERVICES AGREEMENT WITH LJB, INC.:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and

WHEREAS, the County Engineer has determined that improvements to Cheshire Road consisting of minor widening for a uniform three-lane section along Cheshire Road from Piatt Road to Old State Road are required for safety of the traveling public and recommends that the Board proceed with the Improvements; and

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into enter with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected LJB, Inc. through a qualifications based selection process, has negotiated a scope and fee for the required engineering services and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1: The public convenience and safety requires the minor widening of Cheshire Road for a uniform three-lane section along Cheshire Road from Piatt Road to Old State Road , and the Improvement known as DEL-CR72-2.50 ~ Cheshire Road Improvements shall be initiated for such purposes.

Section 2: The costs for the Improvements will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvements.

Section 3: The following agreement is approved for the providing of services for the Improvements.

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR72-2.50 ~ Cheshire Road Improvements
Contract #E1822**

This Agreement is made and entered into this 17th day of August, 2020, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **LJB, Inc.**, 2500 Newmark Drive, Miamisburg, Ohio 45342, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Cheshire Road Improvements (DEL-CR72-2.50, PID 1822), consisting of minor widening for a uniform three-lane section along Cheshire Road from Piatt Road to Old State Road, with such professional design services including the preparation of construction and right of way plans (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:

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- 1.3.1 Scope of Services last revised: July 30, 2020
1.3.2 Fee Proposal last revised: June 30, 2020

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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 in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all Services described in the Scope of Services and Fee Proposal as "Part 1 - Basic Services," which includes the Preliminary Engineering Phase, the lump sum fee shall be **\$211,079.00**.
 - b. For all Services described in the Scope of Services and Fee Proposal as "Part 2 - Basic Services," which includes the Environmental Engineering, Final Engineering and R/W Phases, payment shall be made based on a lump sum amount not to exceed **\$176,771.00**. The Actual fee for Part 2 shall be determined after Part 1 is complete, and Part 2 – Basic Services shall not commence until authorized by the Project Manager.
 - c. For all Services described in the Scope of Services and Fee Proposal as "If Authorized Services," payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$75,069.00**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$462,919.00** without a subsequent written modification signed by both Parties.
- 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 as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served by U.S. Certified Mail 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 Engineer:

Name: Delaware County Engineer
Attn: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: LJB, Inc.
Daniel J. Hoying, P.E., P.S., STP, PMP

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Address of Firm: 2500 Newmark Drive
 City, State, Zip: Miamisburg, Ohio 45342
 Telephone: 937-259-5000
 Email: DHoying@LJBinc.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services by December 15, 2023.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant 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 not take effect unless and until approved in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

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12 INDEMNIFICATION

- 12.1 The Consultant 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 Consultant, 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant 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.
- 13.2 Automobile Liability Coverage: Consultant 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.
- 13.3 Workers' Compensation Coverage: Consultant 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.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused,

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unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

7
RESOLUTION NO. 20-706

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR LIBERTY GRAND DISTRICT SECTION 2, PHASE A AND LIBERTY GRAND DISTRICT SECTION 2, PHASE B:

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

WHEREAS, The Engineer recommends approving the Owner's Agreements for Liberty Grand District Section 2, Phase A and Liberty Grand District Section 2, Phase B

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Liberty Grand District Section 2, Phase A and Liberty Grand District Section 2, Phase B.

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Liberty Grand District Section 2, Phase A

**OWNER'S AGREEMENT
PROJECT NUMBER: 20010**

THIS AGREEMENT, executed on this 17th day of August, 2020 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 2, Phase A**, further identified as Project Number 20010 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY THOUSAND DOLLARS (\$50,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated here.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,242,300
CONSTRUCTION BOND AMOUNT	\$ 1,242,300
MAINTENANCE BOND AMOUNT	\$ 124,200
INSPECTION FEE DEPOSIT	\$ 50,000

Liberty Grand District Section 2, Phase B

OWNER'S AGREEMENT
PROJECT NUMBER: 20043

THIS AGREEMENT, executed on this 17th day of August, 2020 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 2, Phase B**, further identified as Project Number 20043 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$43,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

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Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated here.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$547,300
CONSTRUCTION BOND AMOUNT	\$547,300
MAINTENANCE BOND AMOUNT	\$ 54,700
INSPECTION FEE DEPOSIT	\$ 43,700

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

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RESOLUTION NO. 20-707**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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
UT20-0126	Columbia Gas	Cheshire Woods 3B	Install gas main
UT20-0127	AEP	Kelly McMaster Road	Replace existing poles
UT20-0128	AEP	Bayhill Drive	Road bore

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

**9
RESOLUTION NO. 20-708**

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR EVANS FARM MARKETPLACE AND KIPLING KNOLL SUBDIVISION:

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

Evans Farm Marketplace:

WHEREAS, BZ Evans LLC has submitted the Plat of Subdivision (“Plat”) for Evans Farm Marketplace,

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including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 25, 2020; and

WHEREAS, Del-Co Water Company, Inc. has reviewed said Plat and Plans for conformation with their regulations and approved said Plat on June 16, 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 June 25, 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 July 2, 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 July 31, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Evans Farm Marketplace.

Evans Farm Marketplace

Situated in the Township of Orange, County of Delaware, State of Ohio, and being part of Farm Lots 15 & 16, Section 2, Township 3, Range 18, United States Military District, being all of a 11.016 acre tract & a part of a 10.768 acre tract of land described in a deed to BZ Evans LLC of record in Official Record 1701, Page 2316, and also being part of a 21.264 acre tract of land described in a deed to BZ Evans LLC of record in Official Record 1614, Page 1715, all records referenced herein are on file at the Office of the Recorder for Delaware County, Ohio. Cost: \$18.

Kipling Knoll Subdivision:

WHEREAS, Rankin Homes, Inc. has submitted the Plat of Subdivision (“Plat”) Kipling Knoll Subdivision, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 3, 2020; and

WHEREAS, Delaware County General Health District has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on April 6, 2020; and

WHEREAS, Del-Co Water Company, Inc. has reviewed said Plat and Plans for conformation with their regulations and approved said Plat on April 6, 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 10, 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 April 13, 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 August 10, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Kipling Knoll Subdivision.

Kipling Knoll Subdivision

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in Lot 21, Section 3, Township 4 North, Range 19 West, United States Military Lands, and being part of a 10.00 acre tract conveyed to Rankin Homes, Inc. as described in Volume 587, Page 126-127, County Recorder’s Office, Delaware, Ohio. Cost: \$18.

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

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IN THE MATTER OF ACCEPTING A DONATION FROM JILL PATRICIA KING IN SUPPORT OF THE DELAWARE COUNTY 9-1-1 DEPARTMENT:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, Jill Patricia King has made a \$5,000.00 financial donation to the Delaware County 9-1-1 Department First Responder Therapy Dog;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation of \$5,000.00 and thanks Jill Patricia King for her generosity and commitment to Delaware County.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-The TID met on Wednesday and am happy to report they received a \$250,000 grant for the North Road project from the State of Ohio.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Brought up the issue of multiple ballot boxes.

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

11

RESOLUTION NO. 20-710

10:00A.M. PUBLIC HEARING FOR THE SANITARY SEWER IMPROVEMENTS FOR THE RIVERBY ESTATES SUBDIVISION AND CONDOS AT RIVERBY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:12 A.M..

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

11 continued

RESOLUTION NO. 20-711

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

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

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

11 continued

RESOLUTION NO. 20-712

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE SANITARY SEWER IMPROVEMENTS FOR THE RIVERBY ESTATES SUBDIVISION AND CONDOS AT RIVERBY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:29 A.M..

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

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Proud of our fellow women in leadership roles in Delaware County.

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Commissioner Benton
-Will have a meeting this afternoon about the CEBCO renewals.

**RECESS 10:35 A.M/1:15 P.M. RECONVENE
RESOLUTION NO. 20-713**

**IN THE MATTER OF APPROVING A LETTER TO THE OHIO SECRETARY OF STATE
REGARDING DROP BOXES FOR COUNTY BOARDS OF ELECTIONS:**

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

August 17, 2020

The Honorable Frank LaRose
Ohio Secretary of State
22 N. Fourth Street, 16th Floor
Columbus, Ohio 43215

Dear Secretary LaRose:

We are writing in response to recent proposals for your office to authorize setting up additional ballot drop boxes in multiple locations throughout each Ohio county.

It is our understanding that, primarily because of the Covid-19 situation, you do not support establishing more than the one secure location in each county and that it should be located near and outside the Board of Elections headquarters in each county.

We write in support of your position.

In Ohio, the voters have 30 days to vote in person or by absentee ballot, which provides considerable flexibility. Further, they are able to vote by mailing their absentee ballots or by depositing them in the drop boxes described above. In Delaware County, the security of our drop box is monitored 24/7 by camera.

Our reasons for supporting your position are as follows:

First, adding additional drop boxes would violate current law.

Second, any changes to the current system also could encourage ballot harvesting in which “helpers” go door-to-door to pick up absentee ballots from people and take them to the local Boards of Elections or to drop boxes. Such scenarios are rife with opportunity for those who have no qualms about manipulating the voting process.

Third, if the law allowed for multiple locations in each county (and the law does not), the cost to provide the security required would be considerable. It would be unrealistic to believe the threshold for adequate security could be met at hundreds of additional locations.

Fourth, the Board of Elections in each county would be strained to meet its manpower needs. Each box would require a Democrat and a Republican to pick up the ballots at that box. To be legal, this would have to be done at EXACTLY 7:30 p.m. on Election Day. It is reasonable to assume the Secretary of State’s office would identify other times to make pick-ups and, if so, this process would also require a Democrat and a Republican to be present. This would be an impractical use of resources and personnel who could better be used on the night of the election.

Therefore, the Delaware County Board of Commissioners strongly objects to these proposals and believes that any such changes would detrimentally affect the integrity of the voting process in Ohio. It is essential for all of us to know that each of our votes in the 2020 General Election ensures that one person has one vote, and that this vote was cast with honesty and accurately expresses the choices of the legally registered voter.

The Delaware County Board of Commissioners unequivocally supports your efforts to maintain the integrity of the process for the reasons stated in this letter.

Jeff Benton
Delaware County Commissioner
Commissioner

Barb Lewis
Delaware County Commissioner

Gary Merrell
Delaware County

CC: County Commissioners Association of Ohio

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

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For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

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1:30P.M. Drainage Viewing For Consideration Of The Davis #240 Drainage Improvement Petition (Viewing With The Use Of Video Technology At The Office Of The Board Of County Commissioners, 101 North Sandusky Street Delaware, Ohio)

RESOLUTION NO. 20-714

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC OFFICIAL OR PUBLIC EMPLOYEE:

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;

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

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

RESOLUTION NO. 20-715

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners