

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 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. Reconvening Of Public Hearing For Consideration Of Pither #377 Drainage Maintenance Petition (Public Participation In This Hearing, Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-817

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 14, 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 September 14, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
JEFF FISHEL, DIRECTOR, DELAWARE COUNTY EMS

RETIREMENT TRIBUTE FOR STEVE DICK

3
LISA M. KELLER, CITY OF DELAWARE COUNCIL MEMBER; 2ND WARD
UPDATE ON DISCUSSION WITH CITY OF DELAWARE REGARDING ODH COVID-19 TESTING DATA

4
RESOLUTION NO. 20-818

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0916:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0916 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2002451 (Capital Trans)	Job and Family Program	22311611-5348	\$ 6,500.00
P2000864 (Delaware Co Fair)	Building	29911190-5380	\$3,085,000.00
P2003371 (Treasurer Del Co)	Retainage Trucco Construction	66711900-5415	\$ 9,916.68

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2004317	VASU	13 PORTABLE AND 10	21411306-	\$ 65,909.00
	COMMUNICATIONS	MOBILE RADIOS	5260	
R2004317	VASU	TWO MOBILE	21411306-	\$131.32
	COMMUNICATIONS	CHARGERS	5201	
R2004157	ENVIRONMENTAL	9-1-1 CENTER UPS	21711326 -	\$6,221.00
	COMFORT LLC	MAINTENANCE	5325	
R2004157	ENVIRONMENTAL	800 TOWER SITE UPS	21411306 -	\$7,680.65
	COMFORT LLC	MAINTENANCE	5325	
R2004257	AIR FORCE ONE INC	UV-C PHI UNITS –	40111402 -	\$39,544.00
		CARES ACT	5260	

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

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5

RESOLUTION NO. 20-819

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF AUGUST 2020:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for August 2020;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for August 2020.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copies available for review at the Commissioners’ Office until no longer of administrative value.)

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

6

RESOLUTION NO. 20-820

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH AIR FORCE ONE FOR UV-C PHI INSTALLATION:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Air Force One for UV-C PHI Installation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Air Force One:

SERVICES AGREEMENT

This Agreement is made and entered into this 17th day of September, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Air Force One, 5810 Shier Rings Road, Dublin, OH 43016 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”: DELAWARE COUNTY UV-C PHI INSTALLATION.
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Project proposal dated July 23, 2020
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension 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

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understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the annual lump sum fee shall be \$39,544.00.
- 4.3 Total compensation under this Agreement shall not exceed \$39,544.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

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

Contractor:

Name of Principal in Charge: Brian Taylor
 Address of Firm: 9880 Sweet Valley Drive
 City, State, Zip: Valley View OH 44125
 Telephone: (216) 264-5618
 Email: btaylor@airforceone.com

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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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 INDEMNIFICATION

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

10 INSURANCE

10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision

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hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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

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

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

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

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

**7
RESOLUTION NO. 20-821**

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT FOR THE HISTORIC COURTHOUSE RENOVATION:

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

WHEREAS, pursuant to sections 307.01 and 307.02 of the Revised Code, the Board of Commissioners (the "Board") may purchase furniture, fixtures, and equipment reasonably necessary for the proper and convenient conduct of county offices; and

WHEREAS, the Board is currently engaged in the Historic Courthouse Renovation Project, which includes all necessary furniture, fixtures, and equipment for the renovated facility; and

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WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program and Sourcewell cooperative purchasing program (the "Programs"), and certain items of the furniture, fixtures, and equipment are available for purchase via the Programs; and

WHEREAS, those items of the furniture, fixtures, and equipment that are not available for purchase via the Programs are available from other vendors at a cost that does not exceed the competitive bidding threshold in section 307.86 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 authorizes the purchase of furniture, fixtures, and equipment for the Historic Courthouse Renovation as set forth in Quotation 081953 from Office City Express, dated July 31, 2020.

Section 2. The purchase of items available through the Programs shall be purchased subject to the contract and terms and conditions of Ohio Contract #800843, Index #STS714 and Sourcewell Contract CDA19Z08621. The remaining items shall be purchased through Office City Express at a cost that does not exceed the competitive bidding threshold in section 307.86 of the Revised Code, subject to the Office City Express Standard Terms & Conditions of Sale.

STANDARD TERMS & CONDITIONS OF SALE

1. Payment Term

- a. Net 30 days, subject to approval by the Credit Department of Office City Express.
- b. Without credit approval, full payment is required before order is placed.
- c. Service charge of 1.5% per month will be assessed on past-due invoices.
- d. Buyer may "hold back" payment on up to 5% of the invoice amount, without penalty, until all Punch List items are completed/corrected to the Buyer's satisfaction. However, it is expressly understood the remaining 95% of the invoice is due and payable under the terms of the credit extended.
- e. Seller will provide the necessary product or service to correct defects which are caused by the Seller or covered by the manufacturer's warranty at no charge. Product or product repairs or service, not caused by the Seller and/or not covered by the manufacturer's warranty, will be provided or performed at our standard charge.
- f. Title to the merchandise passes to Buyer when the full purchase price and all other charges pursuant to our agreement have been paid in full. In the event of a payment default, Seller has the right of repossession on all merchandise 90 days following the due date of the invoice.

2. Deposits

- a. All Orders are subject to a minimum 30% deposit with the order.

3. Taxes

- a. All sales are subject to appropriate sales tax unless the Buyer provides Office City Express with a sales-tax exemption certificate.

4. Customer Orders

- a. Order acceptance requires an executed copy of these Terms and Conditions, a signed order by Buyer, or valid purchase order, and completion of any Credit Department requirements for deposit or payment.

5. Changes & Cancellations

- a. Orders cannot be changed or canceled without the written consent of Office City Express. The costs of approved changes and/or cancellations are the responsibility of the Buyer. Cancellations may be subject to a restocking fee.

6. Deliver & Installation

- a. Normal working hours 8:00-4:30 Monday – Friday
- b. Buyer responsible for overtime premium, required prevailing wage, or union labor.
- c. Buyer representative needs to be present at time of installation/delivery to acknowledge receipt and condition of furniture.

7. Condition of Job Site

- a. Site must be clean and free of all construction debris prior to installation, with sufficient electric, heat, elevator service, and secure staging area. Any costs associated with inadequate site conditions are the responsibility of the Buyer. The connection of any and all electrical components associated with furniture installation to building's main power source is the sole responsibility of the customer.

8. Invoicing

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- a. Customer will be billed at time of delivery. If originally scheduled delivery date is delayed beyond two (2) weeks, product will be invoiced in full.
- b. Product stored at Office City Express' warehouse more than 30 days due to customer delays will be charged a storage fee of \$0.75 per square foot per month.

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

8

RESOLUTION NO. 20-822

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR LIBERTY SUMMIT AND EVANS FARM SECTION 2, PHASE A, PART 1:

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

WHEREAS, the construction of new sanitary sewers at Liberty Summit and Evans Farm Section 2, Phase A, Part 1 have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider's Agreements; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Liberty Summit

1,960 linear feet of 8-inch dia. PVC sanitary sewer	\$153,566.00
24 ea. 15x6 PVC wye fittings	\$ 3,960.00
1,555 linear feet of 6-inch dia. PVC laterals, risers and fittings	\$ 60,346.00
9- sanitary manholes	\$ 31,695.00
2 cleanouts	<u>\$ 1,910.00</u>
Total	\$251,477.00

Evans Farm Section 2, Phase A, Part 1

599 linear feet of 8-inch dia. PVC sanitary sewer	\$ 94,005.00
20 ea. 8x6 PVC wye fittings	\$ 2,000.00
408 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$ 22,379.00
4 sanitary manholes (adjust 2 ex. Manholes)	\$ 17,800.00
Tools and spare parts	<u>\$ 500.00</u>
Total	\$136,684.00

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreements for the five-year maintenance period for the above sanitary sewer improvements.

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

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

9

RESOLUTION NO. 20-823

10:00A.M. - RECONVENING OF HEARING FOR CONSIDERATION OF THE PITHER #377 DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to reconvene the hearing at 10:03A.M..

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

9 continued

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RESOLUTION NO. 20-824

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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

9 continued

RESOLUTION NO. 20-825

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE PITHER #377 DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:35 A.M..

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

9 continued

RESOLUTION NO. 20-827

IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE PITHER #377 DRAINAGE IMPROVEMENT PETITION DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT; THE PROJECT IS NOT NECESSARY:

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

WHEREAS, on January 10, 2020, a Drainage Improvement Petition to Pither #377 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on March 16, 2020, conducted a view of the proposed improvements; and

WHEREAS, the Board on Thursday May 28, 2020 at 10:00A.M opened, and immediately continued to and held, on September 27, 2020, a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for Pither #377 Watershed Drainage Improvement; and

WHEREAS, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

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

Section 1. The Board hereby finds that (one or more of the following) the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare, or the estimated cost of the proposed improvement will exceed the benefits derived if it is constructed. Accordingly, the Board hereby dismisses the Petition.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. This Resolution shall take immediate effect upon passage.

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

9 continued

RESOLUTION NO. 20-827

IN THE MATTER OF APPROVING THAT THE COSTS INCURRED BY THE COUNTY ENGINEER IN MAKING PRELIMINARY REPORTS FOR THE PITHER #377 DRAINAGE IMPROVEMENT PETITION BE PAID FROM THE BOND OF THE PETITIONER:

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

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WHEREAS, pursuant to section 6131.09 of the Revised Code, the costs incurred by the engineer in making preliminary reports may be paid from the bond of the petitioners if the petition is dismissed at the first hearing, and any amount in excess of the bond shall be paid from county funds; and

WHEREAS, The Pither #377 Drainage Improvement petition filed by Michele M. Thomas was dismissed by the Board of Commissioners at the first hearing;

NOW, THEREFORE BE IT RESOLVED that any and all costs incurred by the engineer in making preliminary reports for The Pither #377 Improvement Petition filed by Michele M. Thomas shall be paid from the bond of the petitioners. Any amount in excess of said bond shall be paid from county funds.

FURTHER BE IT RESOLVED that the Commissioners approve establishing a new organization key for the cost incurred during The Pither #377 Drainage Improvement Petition process 40311481.

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

10
ADMINISTRATOR REPORTS
Absent

11
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Attended the Bridges/Community Action meeting via Zoom

Commissioner Merrell
-The Junior Fair will be held virtually. Contact the Fairgrounds about how to bid.

Commissioner Benton
-The Veteran's Annual Appreciation Dinner will take place tomorrow night at All Occasions.
-DKMM held their meeting virtually Tuesday.
-Will be attending the State of the Schools luncheon today.
-The Little Brown Jug will still happen this year. It will be streamed online via OHHA and online betting will still take place. There will be no fans in the stands this year.
-Portion of Berne Street and Pennsylvania will be rededicated as Little Brown Jug Way this Saturday morning.

12
RESOLUTION NO. 20-828

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 20-829

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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners