

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 19, 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. 20-910

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 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 October 15, 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. 20-911

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1016 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1016:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1016, memo transfers in batch numbers MTAPR1016 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2001538 Zoll	EMS Product	10011303-5201	\$5,000.00
PR Number	Vendor Name	Line Description	Line Account
R2004496	PROPERTY WORX LLC	SNOW PLOWING	10011105 - \$29,670.00
			5325

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

3
RESOLUTION NO. 20-912

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2021, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County has submitted an application to the Delaware County Board of Commissioners (the "Board") for domestic violence funds for 2021, the application having been filed prior to the deadline of October 1, 2020; and

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WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant’s eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2021 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2021 at \$30,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

4

RESOLUTION NO. 20-913

IN THE MATTER OF ACCEPTING THE AWARD 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
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2020 – September 30, 2021
Federal Grant Requested Amount:	\$ 97,524.63
Local Match:	\$ 24,381.16
Total VOCA Grant Amount:	\$ 121,524.63

Grant #	2021 SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2012 – September 30, 2021
Federal Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00
Total Grant Amount:	\$ 123,630.63

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

5

RESOLUTION NO. 20-914

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE PROSECUTOR’S OFFICE:

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

Transfer of Appropriation		
From	To	
10012301-5001	10012301-5101	1,500.00
Victims Assistance/Compensation	Victims Assistance/Health Insurance	
10012301-5120	10012301-5101	1,200.00
Victims Assistance/OPERS	Victims Assistance/Health Insurance	
10012101-5101	10012301-5101	9,300.00
Prosecuting Attorney/Health Insurance	Victims Assistance/Health Insurance	

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

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RESOLUTION NO. 20-915**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER
SUBDIVIDER'S AGREEMENT FOR HARPER'S POINTE:**

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

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Sanitary Sewer Subdivider's Agreement for Harper's Pointe;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Sanitary Sewer Subdivider's Agreement for Harper's Pointe:

**AMENDMENT NO. 1 TO SUBDIVIDER'S AGREEMENT
HARPER'S POINTE**

This Amendment No. 1 to the original Subdivider's Agreement, which was entered into on October 7, 2019, is made and entered into this 19th day of October, 2020, by and between **Harpers Pointe Land Company LLC** (the "Subdivider"), and the Delaware County Board of Commissioners (the "County").

RECITALS

WHEREAS, the Subdivider wishes to revise the Original Agreement by allowing substantial completion of a portion of the Improvements including service connections for 1 single family residential equivalent connections, and,

WHEREAS, the Subdivider and County mutually acknowledge and agree that such connections shall be at the Subdivider's sole risk and expense.

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

AMENDMENT

A new SECTION IX shall be inserted as follows:

SECTION IX: SUBSTANTIAL COMPLETION

The County shall permit the Subdivider to utilize a portion of the Improvements within Sanitary Plan for Harper's Pointe. Regardless of any inspection by the County, the Subdivider shall be solely liable for any and all costs, expenses, and other liabilities arising from connection to sanitary sewers, and any damage resulting therefrom, until the Improvements have been accepted by the County and the maintenance period has expired.

The allowed connections shall consist of lot number 4006 and extend from the existing manhole 012 to manhole S3 on the approved engineering drawings for Harper's Pointe, subject to the following conditions:

1. The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Sanitary Engineer.
2. Prior to connection to the sanitary sewer, capacity charges and any surcharges shall be paid to the Delaware County Regional Sewer District.
3. The Subdivider shall install mechanical sewer plugs in the main line at manholes as directed by the Sanitary Engineer and must be inspected by the Subdivider with the County present weekly and immediately after rain events.
4. The installation of the plugs is subject to inspection by the County. The Subdivider shall be liable for any failures thereof and resulting damage until the Improvements have been accepted by the County and the maintenance period has expired.
5. Prior to final acceptance the Subdivider shall cause the substantially completed sewer to be cleaned and closed-circuit televised. The videos must be provided to the County for review and approval as part of the final inspection of the Improvements.
6. Only upon final acceptance of the improvements shall the County permit the plug installed as specified herein to be removed.

REMAINING PROVISIONS

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended herein.

IN WITNESS WHEREOF, the Subdivider and the County have executed this Amendment No. 1 as of the date first written above.

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

**7
RESOLUTION NO. 20-916**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH H.R. GRAY & ASSOCIATES, INC., FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with H.R. Gray & Associates, Inc., for On-Call Construction Inspection Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following agreement with H.R. Gray & Associates, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of October, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and H.R. Gray & Associates, Inc., 3770 Ridge Mill Drive, Columbus, Ohio 43026 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide on-call construction inspection services (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 are more fully defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Exhibit A – Fee Proposal

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 or her designee 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 noted in Section 1.3.
- 4.2 Total compensation under this Agreement shall not exceed One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00) without subsequent modification.
- 4.3 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office

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Attn: Nathan Givens

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matthew Holdren, CCM, CEP

Address of Firm: 3770 Ridge Mill Drive

City, State, Zip: Columbus, Ohio 43026

Telephone: (614) 487-1335

Email: mholdren@hrgray.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 Sanitary Engineer for Services performed to date in accordance with the Consultant's Fee Schedule.
- 6.2 Invoices shall be submitted to the Sanitary Engineer 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 OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services no later than September 30, 2021.
- 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 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 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/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of the 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 in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

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- 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 sub-consultants 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.

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 Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. 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.

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- 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, 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 Services 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

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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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

8

RESOLUTION NO. 20-917

IN THE MATTER OF ISSUING A FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION TO PETERSON CONSTRUCTION COMPANY FOR THE ALUM CREEK WATER RECLAMATION FACILITY PROCESS IMPROVEMENTS UPGRADE PROJECT:

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

WHEREAS, Peterson Construction Company has completed the improvements for the Alum Creek Water Reclamation Facility Process Improvements Upgrade Project; and

WHEREAS, the final certificate of substantial completion includes a punch list of items to be completed or corrected in accordance with the contract; and

WHEREAS, the date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the contract; and

WHEREAS, the Sanitary Engineer recommends issuance of the Final Certificate of Substantial Completion to Peterson Construction Company for the Alum Creek Water Reclamation Facility Process Improvements Upgrade Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves issuing a Final Certificate of Substantial Completion to Peterson Construction Company for the Alum Creek Water Reclamation Facility Process Improvements Upgrade Project.

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

9

RESOLUTION NO. 20-918

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC.:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following Amendment No. 1 to the Professional Services Agreement with DLZ Ohio, Inc., approved under Resolution No. 18-1377:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
Construction Monitoring, Material Testing and Engineering Services**

This Amendment No. 1 to the Prime Agreement dated December 13, 2018, is made and entered into this 19th day of October, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Sections 10 and 13.3 of the Prime Agreement, the Parties mutually agree to amend the Prime Agreement as follows:

- A. Section 3 of the Prime Agreement shall be modified to incorporate the Construction Inspection Contract Unit Prices 2021 & 2022 (EXHIBIT A, copy available for review at the Commissioners’ Office until no longer of administrative value) becoming effective January 1, 2021.
- B. Section 4 of the Prime Agreement shall be modified to increase the maximum total compensation to Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00).
- C. Section 6 of the Prime Agreement shall be modified to extend the date for the completion of Services to December 31, 2022.

ARTICLE 2 – REMAINING PROVISIONS

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All other terms and conditions of the Prime Agreement not specifically amended herein shall remain in full force and effect.

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

10

RESOLUTION NO. 20-919

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-SAWMILL OUTPOST-DELAWARE COUNTY:

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

**DEL-Sawmill Outpost-Delaware County
Bid Opening of October 6, 2020**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-Sawmill Outpost-Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-Sawmill Outpost-Delaware County:

CONTRACT

THIS AGREEMENT is made this 19th day of October, 2020 by and between Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204, hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-Sawmill Outpost – Delaware County” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Eight Hundred Sixteen Thousand Four Hundred Twenty-Four Dollars and Seventy-Three Cents (\$816,424.73), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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11**RESOLUTION NO. 20-920**

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE ENCLAVE AT ABBEY KNOLL; SCIOTO MEADOWS NORTH; HIGHFIELD DRIVE DITCH RELOCATION; LIBERTY GRAND COMMUNITIES SECTION 3, PHASE A; AND LIBERTY GRAND COMMUNITIES SECTION 4:

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

Enclave at Abbey Knoll:

WHEREAS, on October 19, 2020, a Ditch Maintenance Petition for Enclave at Abbey Knoll (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Enclave at Abbey Knoll located off S. Old State Road in Orange Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$398,068.89. The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. Twenty-six lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$15,310.34 per lot. An annual maintenance fee equal to 2% of this basis (\$306.21) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$7,961.46 has been paid to Delaware County, receipt of which is hereby acknowledged.

Scioto Meadows North

WHEREAS, on October 19, 2020, a Ditch Maintenance Petition for Scioto Meadows North (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Scioto Meadows North located off County View Place in concord Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the

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improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$193,395.15. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 20 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$9,669.76 per unit. An annual maintenance fee equal to 2% of this basis (\$193.40) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$3,868.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

Highfield Drive Ditch Relocation:

WHEREAS, on October 19, 2020, a Ditch Maintenance Petition for Highfield Drive Ditch Relocation (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Highfield Drive Ditch Relocation located off Highfield Drive in Orange Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$22,177.94. The drainage improvements are being constructed for the benefit of the lot(s) being created in this site. The developed area of 6.262 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$3,541.67 per acre. An annual maintenance fee equal to 2% of this basis (\$70.83) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$443.54 has been paid to Delaware County, receipt of which is hereby acknowledged.

Liberty Grand Communities Section 3, Phase A

WHEREAS, on October 19, 2020, a Ditch Maintenance Petition for Liberty Grand Communities Section 3, Phase A (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Liberty Grand Communities Section 3, Phase A located off Liberty Grand Boulevard in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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RESOLUTION NO. 20-921

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR DITCH MAINTENANCE:

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

Supplemental Appropriation

21911401-5328 Ditch Maintenance/Maintenance & Repair Services \$30,500.00

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

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RESOLUTION NO. 20-922

IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION FOR DEL-CR124-8.51, HOME ROAD EXTENSION PHASE 4A, RAILROAD OVERPASS:

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

WHEREAS, sections 5553.02 and 5555.02 of the Revised Code provide that the Delaware County Board of Commissioners (the "Board") may establish and make improvements to a public road in the county; and

WHEREAS, per Resolution No. 18-979, the Board declared its intention to establish and improve the extension of Home Road (County Road 124) from its eastern terminus at U.S. Route 23 (Columbus Pike) to intersect with Lewis Center Road (County Road 106) approximately 1000 feet east of the CSX and Norfolk Southern Railroads (the "Project") and that such road Project is necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Engineer to act as the Project manager and administrator, to complete, sign, and submit any necessary funding applications for the Project on behalf of the Board, and to cooperate with the necessary agencies to facilitate development of the Project.

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

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RESOLUTION NO. 20-923

IN THE MATTER OF APPROVING A QUITCLAIM DEED TO TRANSFER THE HISTORIC COUNTY JAIL PROPERTY TO THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION AND AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSING OF THE TRANSACTION:

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

WHEREAS, on December 19, 2019, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 19-1261, approving a Memorandum of Understanding by and between the Board and the Delaware County Land Reutilization Corporation for the transfer of the Historical County Jail property located at 20 West Central Avenue, Delaware, Ohio; and

WHEREAS, the necessary documents have been prepared and preliminary approvals received to proceed with the transaction;

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

Section 1. The Board hereby approves a quitclaim deed to transfer the Historic County Jail property to the Delaware County Land Reutilization Corporation in accordance with the Memorandum of Understanding adopted in Resolution No. 19-1261 and authorizes the President of the Board to execute the quitclaim deed on behalf of the Board.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing of the transaction and to approve and execute any additional documents associated therewith.

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

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QUIT CLAIM DEED

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY [Signature] DATE 10/17/20

KNOW ALL MEN BY THESE PRESENTS THAT the **Commissioners of Delaware County, aka the Board of County Commissioners of Delaware County, Ohio**, the Grantor herein, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, release, and forever quitclaim to the **Delaware County Land Reutilization Corporation**, and its successors, and assigns, the Grantee herein, all right, title, and interest in fee simple in the real property described in Exhibit A, attached hereto and fully incorporated herein, being portions of the real property Grantor acquired by that certain deed of record in the Office of the Delaware County Recorder, **Volume 3, Page 193**.

To have and to hold said property unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The Grantor has executed this instrument on this _____ day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO

Jeff Benton, President
Pursuant to Resolution No. 20-_____

STATE OF OHIO
COUNTY OF DELAWARE ss:

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY [Signature] DATE 10/17/20

Before me, a Notary Public, in and for said County and State, personally appeared the above named Jeff Benton, the duly-appointed and authorized President of the Board of County Commissioners of Delaware County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of October, 2020.

Notary Public

Instrument prepared by:
Aric I. Hochstettler, Esq.
Board of County Commissioners
Delaware County, Ohio
101 North Sandusky Street
P.O. Box 8006
Delaware, Ohio 43015

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LEGAL DESCRIPTION
COMMISSIONERS DELAWARE COUNTY
0.473 ACRES

Situate in the State of Ohio, County of Delaware, City of Delaware, being part of Jail Lot of the Plat of the Public Ground for the Town of Delaware as recorded in Volume 8, Page 106, and being part of tract of land conveyed to Commissioners Delaware County as recorded in Deed Book 3, Page 193 (all references to deeds, microfiche, plats, surveys, etc. refer to the Delaware County Recorder's Office or Engineer's Office) and being more particularly described as follows:

BEGINNING FOR REFERENCE at mag nail set at the intersection of the centerline of W Central Avenue (66 foot wide) and the centerline of N Franklin Street (66 foot wide);

Thence along said N Franklin Street centerline, North 04°16'45" East, for a distance of 33.00 feet to a mag nail set;

Thence across the right of way of said N Franklin Street, South 85°37'10" East, for a distance of 33.00 feet to an iron pin set at the intersection of the northerly right of way of said W Central Avenue and the easterly right of way of said N Franklin Street, also being the **TRUE POINT OF BEGINNING**;

Thence along said easterly right of way, North 04°16'45" East, for a distance of 182.40 feet to the intersection of said easterly right of way and the southerly right of way of Court Street (33 foot wide), referenced by a 3/4" iron pin found (Bird & Bull cap) bearing South 34°53'58" East, 0.79 feet from said intersection;

Thence along said southerly right of way, South 86°03'15" East, for a distance of 99.00 feet to a mag nail set;

Thence across said Jail Lot and said The Board of County Commissioners of Delaware County tract along a new division line for the following three (3) courses:

- 1) South 04°16'45" West, for a distance of 44.21 feet to an iron pin set;
- 2) South 33°37'22" East, for a distance of 35.81 feet to an iron pin set;
- 3) South 04°16'45" West, for a distance of 110.72 feet to an iron pin set on said northerly right of way of W Central Avenue;

Thence along said northerly right of way, North 85°37'10" West, for a distance of 121.00 feet to the **TRUE POINT OF BEGINNING**;

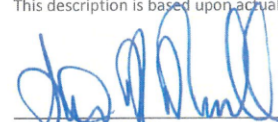
Containing a total of 0.473 acres, more or less, subject however to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Being a 0.473 acre part of Tax Parcel 519-432-11-026-000.

All iron pins set are 3/4" inside diameter iron pipe being 30 inches in length with a 1" yellow plastic cap inscribed "Sands Decker".

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 by GPS observation referenced to the ODOT VRS network.

This description is based upon actual field surveys performed in June, 2020 by Sands Decker, LLC.



Steven W. Newell
Ohio Registered
Professional Surveyor 7212

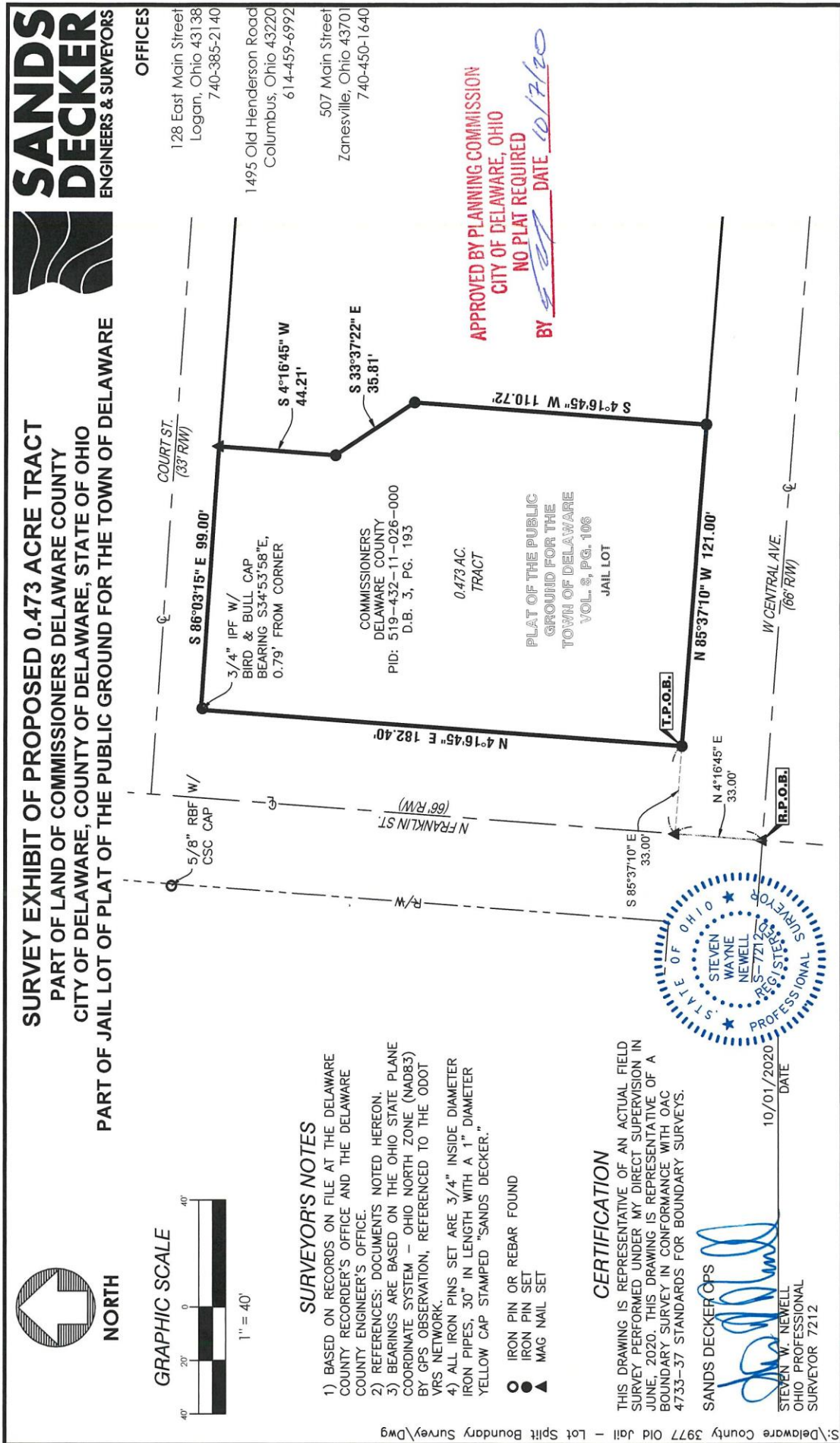
10/01/2020
Date



DESCRIPTION FOR CLOSING ONLY
 RPC Approval Required
 Municipal Approval Required
Delaware County Engineer
10-6-2020

APPROVED BY PLANNING COMMISSION
CITY OF DELAWARE, OHIO
NO PLAT REQUIRED
BY  DATE 10/27/20

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

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- The Land Bank will meet Wednesday afternoon.
- Attended the groundbreaking ceremony for the MainStreet Delaware new location.
- Attended the CCAO virtual meeting on Friday.
- Have heard many compliments to the Board of Elections for the efficient voting process.
- Will attend the groundbreaking event for Horsepower Farms.

Commissioner Lewis

- Attended the virtual CCAO meeting on Friday as well.

Commissioner Benton

- Attended the Third Thursday luncheon.
- Participated in the Grace Clinic golf outing on Friday.
- The Evening of Generosity will be held virtually this year. It will take place this Wednesday evening.

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RESOLUTION NO. 20-924

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR 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 employment; compensation of a public employee or public official; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for collective bargaining.

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

RESOLUTION NO. 20-925

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners