

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

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

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

10:00 A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For Griffith #391

1
RESOLUTION NO. 21-726

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 9, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 9, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 21-727

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0811:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0811 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2103982	STEPHEN CAMPBELL & ASSOC INC	9-1-1 RECORDING SYSTEM	21711326 - 5450	\$140,000.00
R2103982	STEPHEN CAMPBELL & ASSOC INC	9-1-1 RECORDING SYSTEM	21411306 - 5450	\$69.00
R2103996	EPS	HAYES BUILDING - CAMERA REPLACEMENTS	40111402 - 5450	\$8,571.16
R2104006	TRIHEDRAL INC	ANNUAL SOFTWARE LICENSE FEES FOR ACWRF SCADA	66211900 - 5320	\$15,837.00
R2104009	OFFICE CITY EXPRESS INC	HAYES BUILDING FURNITURE - AUDITORS	40111402 - 5260	\$11,346.50

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

4
RESOLUTION NO. 21-728

IN THE MATTER OF CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY SEPTEMBER 23, 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Delaware County Board of Commissioners' session on Thursday September 23, 2021.

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021

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

5
RESOLUTION NO. 21-729

IN THE MATTER OF PURCHASING A RECORDING SYSTEM AND ASSOCIATED SOFTWARE AND SERVICES FOR USE IN THE COUNTY EMERGENCY COMMUNICATIONS SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Communications recommends the purchase of a recording system, and associated software and services, for the emergency communications system; and

WHEREAS, the recording system and associated software and services are available for purchase at discounted pricing through the federal government’s General Services Administration cooperative purchasing program (the “Program”), pursuant to section 9.48(B)(3) of the Revised Code; and

WHEREAS, the Board of County Commissioners (the “Board”) is eligible to participate in the Program and wishes to purchase the equipment, software, and services through the Program; and

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

WHEREAS, Eventide, through its authorized distributor Stephen Campbell Associates, is currently offering a credit for trading in the current recording system;

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

Section 1. The Board hereby approves the purchase of an Eventide NexLog 740DX recoding system, and associated software and services, from Stephen Campbell Associates, an authorized dealer under the Program, in accordance with the proposal dated August 3, 2021, attached hereto and fully incorporated herein (the “Proposal”).

Section 2. The Board hereby finds that the county’s existing NICE recording system will be, upon full integration of the new system, not needed, obsolete, or unfit for public use and authorizes sale of the existing NICE system for a credit on the purchase price of the Eventide system in accordance with the Proposal.

Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Contract Number GS-35F-0415V, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$140,069.00 to Stephen Campbell Associates.

PROPOSAL

**STEPHEN CAMPBELL
ASSOCIATES
5247 Wilson Mills Road; Suite 731
Richmond Heights, OH 44143
Phone: 800-768-8655
jpace@scaloggers.com**

August 3, 2021

Patrick Brandt
Delaware County 911 Emergency Communication
149 N. Sandusky St.
Delaware, OH 43015

Dear Patrick,

On behalf of Stephen Campbell Associates and Eventide thanks again, as always, for your time and loyalty over the years regarding SCA and this opportunity to upgrade your current NICE voice recorder system to a NEW Eventide NexLog 740DX unit for your new Motorola AIS P25 Radio System.

As always, we would also like to extend our "Customer Satisfaction Guarantee" which simply means that if you are not completely satisfied with the equipment and it does not perform within the system's capabilities, you may return the

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

equipment for a full refund of the purchase price of the system. When you purchase any of our recording systems, our training is on-going and at no charge for the life of the equipment.

Thank you again for your time and consideration & we look forward to having you back as a customer. If you have any questions or need anything further, please call me at 216.666.2700 or direct at 203.913.1078

Sincerely,
John Pace
John Pace Regional Manager

Delaware County 911 Emergency Communication - Eventide Proposal

**GSA Contract Number - GS-35F-0415V
– (18.338% Discount)**

- Eventide NexLog 740DX Recording System and Application Software
- 40 - Analog Channels (24 & 16 Board)
- 48 – VoIP/RoIP Channels
 - o 15 - VoIP Vesta Dispatch Positions
 - o 16 - VoIP Shortel Channels
 - o 8 – Motorola P25 RoIP - TalkPaths
- **Tyler CAD Integration (will get ANI/ALI feed from Tyler/Vesta)***
- **Motorola P25 Integration**
- **Vesta Integration**
- **RapidSoS Integration**
- **GeoFencing Search/View**
- **Eventide MP3 option**
- **NGen Text to 911 (will get from Vesta)**
- **APCO Intelicomm for QA**
- Recording with MediaWorks Access Licenses for **Eight (8) Users**
- **6 - Simultaneous** playbacks of **Motorola P25** Configured Channels
- **Quality Factor Software (QA): 40 Agents**
- **Screen Recording for 15 PCs**
- **Enhanced Reporting Package**
- **Pack and Go Feature**
- The Chassis comes with:
 - o (2) RAID-1 2TB Hot Swappable Hard Drives
 - o (1) DVD Drive
 - o Dual Hot Swappable Power Supplies
 - o Embedded Linux NexLog Base Software
 - o 4 - Network Cards
 - o Rack Mount Kit (2 Post)
 - o Archiving to your **NAS**
- 16-Channel Analog DX-Series 1U Smart Gateway (**for Remote Location**)
- One-Year (M-F, 9-5) Remote and Onsite Support
- Project Management & Testing
- On-Site and Remote Installation
- **Unlimited** On-Site and Remote Training for the life of the system
- **Support and Maintain NICE system till Retention Rate is reached**

Sub-Total Pricing for Eventide System = **\$155,551.00**

Trade In on Current NICE System = ~~(\$15,482.00)~~

Total Pricing for Eventide System = **\$140,069.00**

*Cost does **NOT** include Tyler's Recorder Integration (Standard or Custom)

•Second (2nd) Year (M-F, 9-5) Remote & Onsite Support Cost = **\$13,996.00**

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

6

RESOLUTION NO. 21-730

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR BACKUP INSPECTION SERVICES:

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

WHEREAS, the Chief Building Official recommends approval of the agreement between the Delaware County Board of Commissioners and the City of Delaware for backup inspection services;

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

NOW, THEREFORE, BE IT RESOLVED that that Delaware County Board of Commissioners approves the agreement with the City of Delaware for Backup Inspection Services, as follows:

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of August, 2021, by and between Delaware County, Ohio, through the Board of County Commissioners, hereinafter called "COUNTY" and The City of Delaware, through City Council, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the CITY and COUNTY are each required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements;

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The CITY and COUNTY may provide backup building official and inspection services on an as needed basis to each other. Respectively, the CITY and the COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both the CITY and COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building official, building inspector and electrical safety inspector.
- C. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. The CITY and COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the building official and inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. The CITY and the COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. The CITY and COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections the CITY and COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. The CITY and COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 3:30 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided. The jurisdiction requesting the service(s) shall notify the affected customer(s) of the altered inspection coverage prior to the performed inspection.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.

L. Coordination of the service(s) shall be administered by the jurisdiction providing the backup inspections and included as part of the overall cost of the service.

M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

SECTION 2 – BASIS OF PAYMENT

A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

Building Official	\$81/hour
Building Inspector	\$54/hour
Electrical Safety Inspector	\$65/hour
Mechanical Inspector	\$54/hour
Mileage	\$0.55/mile

B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.

C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

A. This AGREEMENT shall be governed by the laws of the State of Ohio.

B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.

C. This AGREEMENT shall commence **August 1, 2021**, and will run for a period of three years from said date. The AGREEMENT may be renewed for a three year period upon the mutual agreement of both parties.

D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.

E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

F. The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

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

**7
RESOLUTION NO. 21-731**

IN THE MATTER OF ADOPTING A REVISED TUITION ASSISTANCE POLICY:

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

WHEREAS, the Delaware County Commissioners and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County’s employees and the public;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the revised Tuition Assistance Policy is hereby adopted to assist the proper management of the employees of Delaware County:

DELAWARE COUNTY

Subject	Effective	Supersedes	This Sheet	Total
Tuition Assistance Policy	August 12, 2021	02/01/2014 Revised 02/26/96,01/15/00, 05/14/01,1/1/05	1	6

1.0 Purpose

It is the desire of Delaware County to create an environment that stimulates, challenges and encourages employees to broaden their knowledge and skill by continuing their education. Reimbursement of primary expenses associated with a degree program or individual course work is available to those employees who meet the criteria and successfully complete the program or course.

2.0 Scope

Eligible full-time employees are those employees working forty (40) hours per week that report to elected officials within Delaware County, including the following: the Board of Commissioners, the Court of Common Pleas, the Clerk of Courts, Juvenile and Probate Court, the County Treasurer, the County Recorder, the County Auditor, the County Prosecutor, the County Coroner, the County Sheriff, and the County Engineer.

Employees under grant funds in any department or office and those employees that report to the following offices are excluded from this Tuition Assistance Policy: Job and Family Services, Child Support Enforcement Agency, Board of Elections, Soil and Water Conservation District, Delaware Public Health District, Delaware County Board of Developmental Disabilities, Emergency Management Agency, Public Defender, Delaware County Regional Planning Commission, Veterans Services, the Transit Agency, and the Delaware County Mental Health and Recovery Services Board. The aforementioned departments may have alternative programs available, therefore, employees of these agencies may seek tuition assistance from their Appointing Authority if funding allows. Alternative programs for employees and departments under the Board of Commissioners who are not paid through the County’s general fund and those appointing authorities that choose to adopt this policy shall follow all policy guidelines and processes.

Employees utilizing the Otterbein Advantage Scholarship Program are eligible for tuition assistance funding.

3.0 Distribution

To all supervisors, managers, directors and employees under the direction of all elected officials and those departments and agencies who follow this policy.

4.0 Definitions

Employee: any full-time (working forty hours per week) employee in good standing (as defined herein) who has completed at least one year of continuous active service with Delaware County and meets all eligibility requirements stated in Section 5.0.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

Accredited Institution: an institution that is based in the United State of America and has been state certified and registered with the Higher Learning Commission or another accrediting agency recognized by the U.S. Department of Education.

Reimbursable Expenses: Upon payment in full by the employee and completion of the course(s), an amount not to exceed the following: 90% of the costs for course tuition fees and lab fees; and 50% of the total cost of **required** textbooks. All other expenses are not eligible for reimbursement, including, without limitation, **recommended** study guides/text books, notebooks, pens, paper, travel expenses, parking fees, student health insurance fees, deferred payment fees, enrollment and/or application fees, administration fees, general fees and graduate fees.

Statement of Justification: A written narrative that fully explains the relationship of the course to the applicant's career goals, and how the course may impact on the employee's knowledge and skill level. The applicant and their supervisor must submit a Statement of Justification attached to the application for each request.

5.0 Policy

Delaware County will reimburse an Employee for Reimbursable Expenses not to exceed \$3,000 in total annually for undergraduate coursework or degree programs and \$2,500 in total annually for post-graduate degree programs and masters level coursework or degree programs. Doctorate programs are not reimbursable.

The Employee shall provide proof of payment in full before reimbursement will be processed. Each eligible Employee may receive up to a lifetime reimbursement maximum of \$12,500.

A. Reimbursement Eligibility Requirements:

Courses must correspond or be applicable to the Employee's current position or department within the county and must directly benefit the county. (For example: coursework in nursing would not be reimbursed because the County does not have a nursing department or similar position).

1. Employee eligibility is based on the job-related performance of the Employee, which must be in good standing prior to and throughout the period for which the tuition assistance was approved. In order to be in "good standing," the Employee shall not have had any written warnings, suspensions or other disciplinary action filed, nor be subject to a performance improvement plan within one year of applying for tuition assistance. No employee on a paid or an unpaid leave of absence, unauthorized leave of absence, disability leave, workers' compensation leave, or injury leave may apply for or be awarded tuition assistance.
2. The Employee must have one (1) or more years of continuous full time (forty hours per week) active service with Delaware County prior to applying for tuition assistance.
3. The Employee's supervisor must provide a Statement of Justification explaining why it would be currently beneficial to the County to provide tuition assistance to the Employee.
4. It is the responsibility of the Employee to obtain approval for tuition assistance from his/her supervisor/manager, the Department of Human Resources and the Employee's Appointing Authority **prior to the start of the course(s) for each academic term**. Incomplete applications and those applications submitted after the start of course(s) may be denied.
5. The Employee must receive a grade of "B" or equivalent, or better to receive tuition assistance for each course for which tuition assistance is requested.
6. The college or university must be an Accredited Institution as defined in Section 4.0 of this policy.
7. If an Employee is eligible to receive or is receiving financial assistance from any governmental (federal, state or local entity) or private agency for the academic term, whether or not applied for and regardless of when such assistance may be received, that amount shall be deducted from the County's tuition assistance allowance.

B. General Information:

1. Tuition assistance applies toward specific courses, associate and undergraduate degree programs as well as post-graduate degree programs, as long as the degree program coincides with the Employee's position or department. Doctorate programs are not covered under this policy.

Tuition assistance does **not** apply to seminars, workshops, conferences, certifications, self-help courses or Continuing Education Units (CEU's).

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

2. Courses and programs at satellite locations or on-line qualify, provided the course and program are offered by an Accredited Institution.
3. All courses must be taken outside regularly scheduled working hours whenever possible. Flexible scheduling may be permitted with prior written approval of the Director. All scheduled hours for courses must be filed with the Director. All courses are subject to approval under the guidelines of this policy.
4. If a course(s) is not successfully completed (grade of "B", its equivalent, or better), Delaware County will not provide for tuition assistance for that course.
5. An employee who is terminated during enrollment through job elimination, a reduction in force, or who is transferred within the County and unable to complete courses in progress, will be reimbursed in accordance with the provisions of this policy.
6. If an employee voluntarily resigns, retires or is terminated for cause from the County and is currently participating or has participated within the last (3) three years in the tuition assistance program, the employee must repay the tuition assistance based on the following schedule:
 - 100% repayment of tuition assistance received if the employee is no longer employed by Delaware County within less than two (2) years of the date the course was completed.
 - 50% repayment of tuition assistance if the employee is no longer employed by Delaware County two (2) or more years but less than four (4) years of the date the course was completed.
 - 0% repayment of tuition assistance if the employee is no longer employed four (4) or more years after the date the course was completed.

The employee will have thirty (30) days following separation of employment with Delaware County under these terms to make full and final payment.
8. Delaware County reserves the right to suspend or restrict tuition assistance at any time based upon the availability of funds.
9. Where applications exceed available funds, actions such as the following may be taken:
 - Delaware County may reduce the number of courses or credit hours eligible for tuition assistance;
 - Delaware County may select employees whose learning needs are critical to Delaware County;
 - Delaware County may set an official, uniformly applied percentage figure as the amount of tuition assistance for which Delaware County is responsible.
 - Delaware County may reject any and all applications for tuition assistance.

C. Taxable Income:

The use of tuition assistance may affect your taxable income. For more information please discuss with a tax advisor on how best to report and file.

D. Application Procedure:

Courses and degree programs shall be clearly classified as job-related, job-enhancement and offer technical or skill growth that will enable the employee to perform at a higher level or prepare the employee for advancement within their department or office.

Employees seeking tuition assistance must present verification from the educational institution of their acceptance for the specific degree program or course.

Application Process

1. The Employee may contact their supervisor or the Human Resources Department to obtain information on the Tuition Assistance Policy and the Tuition Assistance Application. The policy and application may be found on the Delaware County Human Resources website: [Tuition Assistance Policy](#) / Application.
2. The Employee must fully complete the Tuition Assistance Application and attach the course description as well as the Applicant Statement of Justification / Supervisor Statement of Justification and receive the necessary signatures for approval prior to submission to Human Resources.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

3. Employees that report to appointing authorities other than the Board of Commissioners must have their appointing authority sign the application form prior to submission to Human Resources. Employees under the appointing authority of the Board of Commissioners may submit the form to Human Resources without the appointing authority signature. Human Resources will ensure completion of the appointing authority or designee’s signature.
4. The fully completed application (including necessary signatures as defined above) must be received by Human Resources **prior to the beginning of the course(s) for which funds are sought**. If the employee has registered for multiple courses, indicate all courses on the Application. Failure to provide the application in advance of the start of the course or filing an incomplete application may be grounds for denial of tuition assistance.
5. Human Resources will review all applications to ensure all policy requirements are met, ensure availability of funds and will approve or deny each application according to policy guidelines.
6. Human Resources will provide a copy of the completed application to the employee and supervisor following the review process.
 - All applications will be maintained by the Human Resources Department according to the applicable retention schedule.
 - If the Appointing Authority, designee, or Human Resources denies the Tuition Assistance Application, the application and a written statement specifying the reason(s) for the action will be returned to the employee and the immediate supervisor.
 - An employee, whose request has been denied at any level, may ask for a meeting with the denying party, to discuss the reason(s) for denial.

E. Reimbursement Procedure:

Employees will only be reimbursed **after** each course is satisfactorily completed according to policy guidelines.

1. When the employee has successfully completed the course(s) for which tuition assistance was approved, the employee must submit the following documentation to the Human Resources Department:
 - An itemized tuition statement indicating full payment, a zero balance, tuition costs, lab fees and other required fees;
 - Grade report of a “B”, its equivalent or better; and
 - Book receipts reflecting Reimbursable Items **required** for the course(s).
2. The Human Resources Department will complete Section IV of the application and will forward the application and reimbursement form to the Auditor’s Office for processing.
3. If there are discrepancies or questions with the submitted documents, a delay in reimbursement processing may occur. The Human Resources Department will contact the employee to rectify the discrepancies within a reasonable time.
4. With the exception of the original reimbursement page, receipts, and grade information, the Tuition Assistance Application and final documentation will be retained in the Human Resources Department following the applicable retention schedule.

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

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-No reports.

Commissioner Benton
-The Shale Preserve Elementary will be breaking ground on Sunday.
-The TID Board met yesterday.
-Will be attending MORPC today.
-The Benefit in the Barn will take place this Saturday.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021**

Commissioner Merrell

-Will be attending the Benefit in the Barn.

-Saw a news story about Tamyra Mensah-Stock and how she is using the proceeds of her gold medal winnings to buy her mother a food truck in Houston, Texas.

RESOLUTION NO. 21-732

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

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

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

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

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

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

RESOLUTION NO. 21-733

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

10:00A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For Griffith #391

8

RESOLUTION NO. 21-734

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION THE GRIFFITH #391 DRAINAGE IMPROVEMENT PETITION FILED BY GRDEN LLC AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:17 A.M..

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

RESOLUTION NO. 21-735

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. Benton 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

RESOLUTION NO. 21-736

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE GRIFFITH #391 DRAINAGE IMPROVEMENT PETITION FILED BY GRDEN LLC AND OTHERS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing at 10:53 A.M..

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

RESOLUTION NO. 21-737

IN THE MATTER OF PROCEEDING WITH THE PETITION FOR THE GRIFFITH #391 DRAINAGE IMPROVEMENT, FILED BY GRDEN LLC AND OTHERS, AND ORDERING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF REPORTS, PLANS,

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2021

AND SCHEDULES FOR THE PROPOSED IMPROVEMENT:

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

WHEREAS, on June 12, 2020, a Drainage Improvement Petition to the Griffith #391 Drainage Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on **Monday, April 12, 2021**, the Board conducted a view of the proposed improvements; and

WHEREAS, on **Thursday, August 12, 2021**, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments 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 the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer's preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Griffith #391 Watershed Drainage Improvement. The Board hereby sets August 12, 2023, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE GRIFFITH #391 DRAINAGE IMPROVEMENT PROJECT 40311484.

Section 5. 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 conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners