

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2021**

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**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. Reconvene Public Hearing For Consideration Of A Petition From The Lake-Of-The-Woods Water Company Requesting Dedication Of A 3.136-Acre Segment Of Duncan’s Glen Drive As A Public Right-Of-Way**
- 11:00 A.M. Reconvening of Public Hearing To Address The Ribov #620 Watershed Drainage Improvement Petition Project**

**1**  
**RESOLUTION NO. 21-692**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 2, 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 2, 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. 21-693**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0804:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0804 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
NCL	Regional Sewer District	66211900-5201	\$5,000.00
BEEMS	Vehicle Maintenance & Repair	10011106-5228	\$50,000.00

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

**4**  
**RESOLUTION NO. 21-694**

**IN THE MATTER OF SETTING DATE AND TIME FOR FILING APPLICATIONS FOR THE DESIGNATION OF PUBLIC DEPOSITORIES OF ACTIVE MONEYS FOR DELAWARE COUNTY FOR A FOUR (4) YEAR PERIOD COMMENCING DECEMBER 1, 2021, PURSUANT TO SECTION 135.33 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to section 135.33(A) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall meet every four years for the purpose of designating its public depositories of active moneys for the next succeeding four-year period; and

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WHEREAS, the current designation of public depositories of active moneys for Delaware County expires on November 30, 2021, and the County Treasurer has, on July 23, 2021, submitted an estimate of the aggregate amount of public moneys that might be available for deposit as active moneys at any one time during the next four-year period, in accordance with section 135.33(B) of the Revised Code, which estimate is \$150,000,000; and

WHEREAS, by virtue of receiving the County Treasurer’s estimate, this Board shall immediately notify all eligible institutions that might desire to be designated as such public depositories of the date on which the designation is to be made; the amount that has been estimated to be available for deposit; and the date fixed as the last date on which applications may be submitted, that shall not be more than thirty days or less than ten days prior to the date set for the meeting designating public depositories;

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

Section 1. The Board hereby sets **Monday, October 4, 2021**, during the Board’s regular session, as the date on which the designation of public depositories of active moneys for Delaware County shall be made, upon recommendation of the County Treasurer.

Section 2. The Board hereby sets **Friday, September 24, 2021, at 4:00 p.m.**, as the deadline for filing applications for designation as a public depository of active moneys for Delaware County for the four (4) year period commencing December 1, 2021. Applications shall be filed at the Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio.

Section 3. The Board hereby directs the Clerk of the Board to give notice of this action to all eligible institutions and to publish notice in the Delaware Gazette.

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

**5  
RESOLUTION NO. 21-695**

**IN THE MATTER OF CHANGING THE LOCATION OF THE DELAWARE COUNTY COMMISSIONERS’ SESSION FOR MONDAY SEPTEMBER 20, 2021 TO THE DELAWARE COUNTY FAIRGROUNDS STAGE BY COLISEUM:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to change the location of the Delaware County Commissioners’ Session for Monday September 20, 2021 to the Delaware County Fairgrounds Stage by Coliseum.

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

**6  
RESOLUTION NO. 21-696**

**IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY SEPTEMBER 16, 2021:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Delaware Commissioners’ session on Thursday September 16, 2021.

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

**7  
RESOLUTION NO. 21-697**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Human Resources Department is requesting that Ellen Wandell and Matthew Brown attend a NEOGOV Connect Conference in Las Vegas, NV from October 5-7, 2021 at the cost of \$1,800.00 (fund number 10011108).

The Human Resources Department is requesting that Ellen Wandell and Dawn Huston attend a National PELRA Conference in New Orleans, LA from November 6-10, 2021 at the cost of \$2,444.00 (fund number 10011108).

The Job and Family Services Department is requesting that Robert Anderson attend a National PELRA Conference in New Orleans, LA from November 6-10, 2021 at the cost of \$2,196.00 (fund JFS).

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The Emergency Medical Services department is requesting that Dan Dixon attend the JEMS/EMS Today Conference in Ft. Worth, Texas from August 24-27, 2021 at the cost of \$2,000.00 (fund number 10011303).

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

**8**

**RESOLUTION NO. 21-698**

**IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) established the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Revised Code; and

WHEREAS, pursuant to section 307.381 of the Revised Code and DC 501 of the Building Code of Delaware County (the “Building Code”), the Board of Commissioners is responsible for making appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, two vacancies, BBA 2 and BBA 3, exist on the Board of Building Appeals and new members must be appointed to fill these open seats; and

WHEREAS, Rajat Shah and Matthew Akers have applied for appointment to the BBA and meet all residency requirements stipulated by DC 501 of the Building Code for appointment to the BBA;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the BBA for the terms specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
BBA 2	Rajat Shah	December 31, 2022
BBA 3	Matthew Akers	December 31, 2023

Section 2. The appointments approved herein shall take effect commencing immediately upon adoption of this Resolution.

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

**9**

**RESOLUTION NO. 21-699**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, a vacancy exists on the Board of Directors for the unexpired term that commenced on January 1, 2021, and ends on December 31, 2024; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a new member of the Delaware County Finance Authority Board of Directors;

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

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Section 1. The Board of Commissioners hereby approves the appointment of John Comerford to the Delaware County Finance Authority Board of Directors for the unexpired term ending on December 31, 2024.

Section 2. The appointment approved herein is effective immediately upon adoption of this Resolution on August 5, 2021.

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

**10**

**RESOLUTION NO. 21-700**

**IN THE MATTER OF APPROVING THE CASA PROGRAM EXPANSION AGREEMENT FOR DELAWARE COUNTY:**

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the CASA Program Expansion Agreement for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the CASA Program Expansion Agreement for Delaware County;

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the CASA Program Expansion Agreement for Delaware County.

**CASA Program Expansion Agreement for Delaware County**

By this Agreement for expansion funds for the local CASA program, entered into by the Ohio CASA Association and the CASA Program of Delaware County, both parties agree as follows:

**Section 1: Purpose**

This agreement confirms that the Ohio CASA/GAL Association (herein referred to as "the Association") will provide financial support as outlined below to Delaware County (herein referred to as "the Program") for the sole purpose of expanding their local CASA program in Union County in compliance with the conditions stated below and in the appended submitted proposal. This agreement and the conditions outlined shall not be modified except in writing and with approval of both parties.

**Section 2: Funds**

The Association shall pay to the Program \$25,208. The Program agrees to use these funds for the sole purpose of expanding their CASA program in Union County to serve abused, neglected and dependent children in the court system. The first of two payments of the funds, being one-half of the total amount, shall be provided to the Program within ten business days of full execution of this agreement. The second payment of the remainder of the funds committed will be forwarded to the Program upon submission of an approved status report approximately half way through the one-year project period.

**Section. 3: Reports**

The Program will provide to the Association upon request, narrative reports providing information on 1) program staffing, 2) recruiting, screening and training volunteers, 3) volunteer training activities, 4) program policy development, 5) the number and type of cases where a CASA volunteer has been appointed, and 6) issues that the program has encountered for which the program would like assistance. Furthermore, these reports shall outline and verify compliance with the court's appended proposal and National CASA standards. A report is due approximately six months after the receipt of funds and upon completion of one year.

**Section 4: Standards**

The Program agrees to maintain the program in compliance with National CASA Association standards and Supreme Court of Ohio Superintendence Rule 48 guidelines.

**Section 5: On-site Visits**

The Program agrees to participate in on-site reviews with staff from the Association and will make available appropriate written policies, program, data, volunteer and child files; volunteer pre-service training agendas and fiscal records available for review. The Program will also make appropriate program and court staff and volunteers available for interviews with the Association staff if requested.

**Section 6: Data Collection**

The Program will use CASA Manager as provided by the Association, or a similar case management system at their cost, as their local case management software and data collection process maintaining timely and accurate data records.

**Section 7: Membership**

The Program will pay dues in order to establish membership both with the Association and the National CASA Association within three months after execution of this agreement. The Program will also provide to

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prospective volunteers the Association's individual membership forms and CASA license plate information during recruitment or pre-service training. The program director and other program staff as appropriate will participate in state CASA networking opportunities, to the best of their ability, including but not limited to quarterly directors meetings and the annual state conference.

**Section 8: Continuation of Funding**

There is no expectation or commitment of additional funding after this initial one-year disbursement. However, based on milestones achieved, cooperation exhibited, and long-term sustainability likelihood, the Association will work with the Program to help secure future funding.

**Section 9: Termination of Agreement**

The Association represents that this Agreement is dependent upon the receipt of adequate funds and the Association may reduce the funds outlined in Section 2 or terminate this Agreement should its appropriations be reduced or should the source being used to fund this initiative be reduced or terminated.

It is the Program's responsibility to ensure the funds are used in accordance with their appended proposal and National CASA standards. Upon request by the Association, the Program shall provide documents to demonstrate expenditure of the funds. The Program shall be in default under the Agreement if it fails to timely perform or observe any of its obligations under this Contract as outlined in the appended proposal and is not remedied within ten business days of the date of written notice of any such event given by the Association. Upon failure to remedy the default, the court forfeits any future funds from the Association.

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio

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

**11**

**RESOLUTION NO. 21-701**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE VETERAN SERVICES OFFICE:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
10062601-5101	10062601-5355	\$40,000
Veteran Services/Health Insurance	Veteran Services/Transportation Services	

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

**12**

**RESOLUTION NO. 21-702**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HONEYWELL BUILDING SYSTEMS FOR EBI SERVICES AND FLEX AUTOMATION SERVICES:**

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

WHEREAS, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Honeywell Building Systems for EBI Services and Flex Automation Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract with Honeywell Building Systems for EBI Services and Flex Automation Services, as follows:

**SERVICES AGREEMENT**

This Agreement is made and entered into this on August 5, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Honeywell Building Solutions 2080 Arlingate Ln, Columbus, OH 43228 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide EBI Services and Flex Automation Services for Delaware County (the "Services").

1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

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Honeywell Building Solutions Service Agreement dated 3/1/2021 (“Exhibit A”)

- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall supervise, and have authority to order commencement and suspension of, the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior 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 Exhibit A.
- 4.2 For all Services, the lump sum fee for year 1 shall be \$28,211.00.
- 4.3 Total compensation under this Agreement shall not exceed \$150,000.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served on the individuals listed below in writing by U.S. Certified Mail. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

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

Contractor:

Name of Principal in Charge:	Josh Boeglin, Field Service Supervisor
Address of Firm:	950 Keynote Circle, Suite 90
City, State, Zip:	Brooklyn Heights, Ohio 44131
Telephone:	(216) 630-5493
Email:	Joshua.Boeglin@Honeywell.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director and shall be in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional

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documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

7.1 The Contractor shall commence Services upon written Notice to Proceed (“Authorization”) from the Director and shall complete the Services in accordance with Exhibit A.

7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 INDEMNIFICATION**

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

**10 INSURANCE**

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

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

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

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

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

**11 MISCELLANEOUS TERMS AND CONDITIONS**

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

11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along

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with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

**13**

**RESOLUTION NO. 21-703**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INTEGRATED PROTECTION SERVICES FOR EQUIPMENT AND INSTALLATION OF FIRE ALARMS IN THE CARNEGIE BUILDING:**

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

WHEREAS, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Integrated Protection Services for equipment and installation of fire alarms in the Carnegie Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Integrated Protection Services:

**SERVICES AGREEMENT**

This Agreement is made and entered into this on August 5, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Integrated Protection Services Inc., 6312 Seeds Road, Grove City, Ohio 43213 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide equipment and installation to replace the existing fire alarm system at the Carnegie Building, 101 N Sandusky St., Delaware, OH (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Delaware 911 FA Replacement, Proposal: 33242-1-0, dated July 9, 2021 ("Exhibit A")
- 1.4 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall supervise, and have authority to order commencement and suspension of, the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior 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 Exhibit A.
- 4.2 For all Services, the lump sum fee shall be \$25,984.67.
- 4.3 Total compensation under this Agreement shall not exceed \$27,500.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 PAYMENT**

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director and shall be in accordance with Exhibit A.

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5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

5.3 The County shall pay invoices within twenty (20) days of receipt.

**6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

6.1 The Contractor shall commence Services upon written Notice to Proceed from the Director and shall complete the Services in accordance with Exhibit A.

6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**8 INDEMNIFICATION**

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

**9 INSURANCE**

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

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

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

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

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

**10 MISCELLANEOUS TERMS AND CONDITIONS**

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

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has

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been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal

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Opportunity and will not discriminate.

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

**14**

**RESOLUTION NO. 21-704**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SUPERIOR PETROLEUM FOR FUEL MANAGEMENT SYSTEMS:**

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

WHEREAS, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Superior Petroleum for fuel management systems;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Superior Petroleum:

**SERVICES AGREEMENT**

This Agreement is made and entered into this on August 5, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Superior Petroleum Equipment, LLC, 6314 Seeds Rd., Grove City, OH 43123 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide equipment and installation of Syn-tech Systems Fuel Master FMU3505 fuel management systems for the Delaware County Service Center, 1405 US Highway 23 North, Delaware, OH / OECC, 10333 Olentangy River Rd., Powell, OH / Alum Creek Water Reclamation, 776 Walker Wood Blvd., Lewis Center, OH (the “Services”).
- 1.2 Pursuant to section 9.48 of the Revised Code, this Agreement is subject to an awarded Sourcewell Contract (#092920-SYS), which is incorporated by reference.
- 1.3 The Services shall be further defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Price Estimates 1, 2, and 3 of 7 dated July 10, 2021 (“Exhibit A”)
- 1.4 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall supervise, and have authority to order commencement and suspension of, the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior 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 Exhibit A.
- 4.2 For all Services, the lump sum fee shall be \$63,614.10.
- 4.3 Total compensation under this Agreement shall not exceed \$65,000.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

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**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the individuals listed below in writing by U.S. Certified Mail. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

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

Contractor:

Name of Principal in Charge: Chris Jackson  
 Address of Firm: 6314 Seeds Road  
 City, State, Zip: Grove City, OH 43123  
 Telephone: (614) 539-1200  
 Email: cjacksonpetro@live.com

**6 PAYMENT**

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

**7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

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

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 INDEMNIFICATION**

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

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**10 INSURANCE**

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**11 MISCELLANEOUS TERMS AND CONDITIONS**

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
  
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

**15**

**RESOLUTION NO. 21-705**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE FACILITIES MAINTENANCE DEPARTMENT:**

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator:

<b>Appointing Authority:</b>	Board of Commissioners
<b>Office/Department:</b>	Facilities/Maintenance:

Daily spending per card:	\$1,000.00
Monthly spending per card:	\$5,000.00

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Single transaction limit: \$750.00  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card: Darren Dodds  
 Department Coordinator: Janette Adkins

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

**17**

**RESOLUTION NO. 21-706**

**IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN NEOGOV AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

WHEREAS, the Deputy County Administrator recommends approving the Services Agreement between NEOGOV and the Delaware County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Service Agreement between NEOGOV and the Delaware County Board of Commissioners, as follows:

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms use but not defined in this Order Form shall have the meanings given to them in the NEOGOV Service Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. PE BOCC Only (350-399 employees).
2. Initial term is 41 months.

**Exhibit A**  
Order Form

NEOGOV  
 Governmentjobs.com, Inc. (dba "NEOGOV")  
 300 Continental Blvd, Suite 565  
 El Segundo, CA 90245  
 United States  
[billing@neogov.com](mailto:billing@neogov.com)

Customer:  
 Delaware, County of (OH)  
 10 Court Street, 2nd Floor  
 Delaware, OH 43015  
 USA

Quote Valid From: 7/21/2021  
 Quote Valid To: 8/31/2021

Quote Number: Q-02404  
 Payment Terms: Annual Net 30

Order Summary

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Prorated

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Subscription	8/1/2021	12/31/2021	\$6,051.78
Perform Subscription	8/1/2021	12/31/2021	<u>\$5,811.87</u>
		<b>Prorated TOTAL:</b>	\$11,863.65

Year 1

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Subscription	1/1/2022	12/31/2022	\$6,199.53
Perform Subscription	1/1/2022	12/31/2022	\$5,989.65
Insight Subscription	1/1/2022	12/31/2022	\$7,085.11
Governmentjobs.com License	1/1/2022	12/31/2022	<u>\$1,563.30</u>
		<b>Year 1 TOTAL:</b>	\$20,837.59

Year 2

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Subscription	1/1/2023	12/31/2023	\$12,993.53
Perform Subscription	1/1/2023	12/31/2023	\$12,553.65
Insight Subscription	1/1/2023	12/31/2023	\$14,849.61
Governmentjobs.com License	1/1/2023	12/31/2023	<u>\$3,276.50</u>
		<b>Year 2 TOTAL:</b>	\$43,673.29

Year 3

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Subscription	1/1/2024	12/31/2024	\$14,776.95
Perform Subscription	1/1/2024	12/31/2024	\$14,286.70
Insight Subscription	1/1/2024	12/31/2024	\$16,887.80
Governmentjobs.com License	1/1/2024	12/31/2024	<u>\$3,726.21</u>
		<b>Year 3 TOTAL:</b>	\$49,677.66

Prorated

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Onboard Training			\$1,000.00
Onboard Setup			\$2,000.00
Perform Training			\$1,500.00
Perform Setup			<u>\$3,000.00</u>
		<b>Prorated TOTAL:</b>	\$7,500.00

Year 1

<b>Service Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term Price</b>
Insight Training			\$0.00
Insight Setup			<u>\$0.00</u>
		<b>Year 1 TOTAL:</b>	\$0.00

**ORDER TOTAL: \$133,552.19**

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

**20**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Attended Finance Authority meeting last night. They will be hosting an infrastructure and a developer's outreach meeting in the next couple of months.

-Met with Gilbane (who was selected as the CMAR for the Byxbe Campus).

**21**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

-Will be attending CEBCO tomorrow.

Commissioner Lewis

-Would like to give a shout out to Adam Howard at the General Health District. Former Governor Kasich called to commend Adam on a job well done during COVID.

-Good news from the Housing Alliance. Congressman Balderson met with the US House committee of appropriations to help with housing funds for the young adults who are between being a legal adult, no longer in foster care but not yet graduated from high school. The appropriations committee approved \$750,000 in funds and the amount was approved by the House.

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Commissioner Merrell  
-No reports.

22

RESOLUTION NO. 21-707

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

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 employment of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 21-708

**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

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RESOLUTION NO. 21-709

**IN THE MATTER OF ACCEPTING THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ONE OHIO SUBDIVISION PARTICIPATION AGREEMENT:**

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

WHEREAS, the County of Delaware, Ohio (the "County") is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the County, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the County's Board of Commissioners (the "Board") understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and

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explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, the Board wishes, on behalf of the County, to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”);

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

Section 1. That the Board hereby accepts the Proposed Settlement on behalf of the County, pursuant to the terms of the OneOhio MOU.

Section 2. That the Board hereby authorizes the County Administrator to execute the One Ohio Subdivision Participation Agreement in the form attached hereto.

Section 3. That it is found and determined that all formal actions of the Board relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**OneOhio Subdivision Participation Form**

Governmental Entity: Delaware County	State: Ohio
Authorized Official: Michael Frommer, County Administrator	
Address 1: 91 North Sandusky Street	
Address 2:	
City, State, Zip: Delaware, Ohio 43015	
Phone: 740.833.2100	
Email: mfrommer@co.delaware.oh.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court’s role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement

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Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.

- 8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
- 11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

- 12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: \_\_\_\_\_  
 Name: Michael A. Frommer  
 Title: County Administrator  
 Date: August 5, 2021

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

Public Hearing

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**RESOLUTION NO. 21-710**

**10:00A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN’S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY:**

It was moved by Mr. Benton, seconded by Mr. Merrell to reconvene the hearing at 10:09 A.M..

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

**RESOLUTION NO. 21-711**

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

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

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

**RESOLUTION NO. 21-712**

**IN THE MATTER OF SETTING DATE AND TIME FOR THE CONTINUATION OF THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN’S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY TO THURSDAY OCTOBER 14, 2021 AT 10:00A.M.:**

It was moved by Mr. Benton, seconded by Mr. Merrell to continue the public hearing for consideration of a petition from The Lake-Of-The-Woods Water Company requesting dedication of a 3.136-acre segment of Duncan’s Glen Drive as a Public Right-Of-Way to **Thursday October 14, 2021 at 10:00A.M.** at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio 43015.

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

*Recessed at 10:20 AM/Reconvened at 11:00 AM*

**PUBLIC HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT**

**THE PROPOSED WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 3 POTENTIAL PARTS:**

- “MAIN”
- “LATERAL #1”
- “LATERAL #3”

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**RESOLUTION NO. 21-713**

**11:00A.M. RECONVENING OF FINAL HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to reconvene the hearing at 11:00 A.M..

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

**RESOLUTION NO. 21-714**

**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.

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

**RESOLUTION NO. 21-715**

**SETTING DATE AND TIME FOR THE CONTINUATION OF THE FINAL PUBLIC HEARING FOR CONSIDERATION OF THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve that **Monday, December 6, 2021, at 10:00 A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street, Second Floor, Delaware, Ohio 43015, is hereby fixed as the time and place for the continuation of final hearing on the RIBOV #620 Drainage Improvement Petition Project.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners