

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 6, 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. Reconvening of Public Hearing To Address The Ribov #620 Watershed Drainage Improvement Petition Project

**1**  
RESOLUTION NO. 21-1179

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 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 December 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. 21-1180

IN THE MATTER OF APPROVING A PROCLAMATION HONORING STEVEN VOLPE, A KINGSTON TOWNSHIP TRUSTEE:

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

WHEREAS, the Commissioners of Delaware County, Ohio, wish to recognize and extend their gratitude to Steven Volpe for his years of public service to the citizens of Kingston Township, Delaware County and the Central Ohio region; and

WHEREAS, Steven Volpe is a graduate of the Ohio Township Association Leadership Academy and has served as president of the Delaware County Township Association, helping to bring the issues facing the county's townships to the attention of local, state and federal officials; and

WHEREAS, Steven Volpe has served as a trustee for Kingston Township for 12 years, during which time he spearheaded the construction of a new Township Hall and Park. This effort required countless hours of work by Volpe to coordinate with the township's partners at Nationwide Realty Investors, the County Prosecutor's Office, utility providers and numerous contractors. The new hall will open in early 2022; and

WHEREAS, Steven Volpe has worked tirelessly to advance the interests of Kingston Township's residents, whether it be working to reduce speed limits and increase law-enforcement patrol on Wilson Road, or advocating for the extension of high-speed internet and cable to the area.

THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby honors and expresses its gratitude to Steven Volpe for his dedication, commitment and years of outstanding service to the people of Delaware County.

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

**4**  
RESOLUTION NO. 21-1181

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1203:

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It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1203 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2103483 (city of Delaware)	EMS Run Reimbursements	10011303-5345	\$ 105,000.00
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b> <b>Amount</b>
R2104905	BUCKEYE RANCH INC	FLEXIBLE FUNDING IL PLACEMENT	70161608 - \$14,500.00 5342
R2104988	SHERIFF'S OFFICE	IV-D CONTRACT SERVICES- AMENDED CONTRACT 202	23711630 - \$21,283.76 5301
R2105030	DELAWARE AUTO SALES LLC	REPAIR 815 3850 DEER HIT	60111901 - \$11,259.63 5370
R2105048	MATRIX POINTE SOFTWARE	CASE MANAGEMENT SOFTWARE- PROSECUTOR	41711436- \$232,820.00 5452
Vote on Motion	Mr. Benton	Aye    Mr. Merrell	Aye    Mrs. Lewis    Aye

**6**  
**RESOLUTION NO. 21-**

**IN THE MATTER OF APPROVING A BANKING SERVICES AGREEMENT WITH JP MORGAN CHASE BANK, N.A., AND DELAWARE COUNTY, OHIO:**

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

WHEREAS, the Delaware County Treasurer recommends a banking services agreement with JP Morgan Chase Bank, N.A.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves a banking services agreement with JP Morgan Chase Bank, N.A., as follows:

November 23, 2021

**BANKING SERVICES AGREEMENT**

This Banking Services Agreement is effective as of December 1, 2021 (the "Effective Date"), and is entered into by and between Delaware County, Ohio (the "Customer"), and JPMorgan Chase Bank, N.A. (the "Bank").

**Recitals**

WHEREAS, the Delaware County Treasurer issued a Request for Proposal, as supplemented and/or amended, relating to the provision of certain banking services as described therein (the "RFP").

WHEREAS, the Bank's proposal was submitted in response to the RFP (the "Response").

WHEREAS, the Delaware County Treasurer reviewed the Response and determined that it best fulfilled the Customer's requirements for certain services described in the RFP, or certain services supplemental to or in addition to services described therein (the "Services") and accordingly recommends awarding the performance of the Services to the Bank. All portions of the Response that related to the Services awarded to the Bank are referred to herein as the "Proposal".

WHEREAS, the Customer and the Bank desire to enter into this Agreement under which the Bank will provide the Services and establish and maintain certain depository accounts for the Customer.

WHEREAS, pursuant to the Uniform Depository Act of Ohio ("Depository Act") and in accordance with the rules promulgated under the Depository Act, the Bank is required to pledge and deposit with one or more qualifying trustees as security for the repayment of all public monies to be deposited with the Bank by the Customer security of the kinds specified in Ohio Revised Code ("ORC") Section 135.18, Section 135.182, or any other section of the ORC specifying eligible security, as may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the Treasurer of the State of Ohio pursuant to the Depository Act and the rules promulgated under the Depository Act, as such may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Eligibility to Receive Funds. The Bank represents that it is eligible to receive public funds pursuant to ORC Chapter 135. This Agreement is subject to the Depository Act, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other

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applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Bank, and the Bank accepts, deposits of the Customer in the maximum amounts as mutually agreed.
3. Limit on Amount of Funds. The Bank agrees that the total amount of active, interim, and inactive deposits do not cause the total of all public funds held by the Bank to exceed the limit set by Section 135.03 of the ORC or rules promulgated under that Section.
4. Scope of Services. The Bank agrees to perform the Services for the Customer, directly or through its subsidiaries or affiliates, at the prices as mutually agreed, with such pricing terms incorporated herein by reference. The Bank may provide additional products or services to the Customer at such cost as may be mutually agreed.
5. Description of the Agreement. The "Agreement", which contains the terms and conditions and respective obligations of the parties with respect to the Services, is comprised of the following documents: (i) this banking services agreement (the "Main Agreement"); and the following documents incorporated herein by reference: (ii) the RFP (as it relates to the Services); (iii) the Proposal, inclusive of applicable exhibits and appendices attached thereto, with the exceptions and modifications to the RFP contained within the Proposal superseding the affected sections of the RFP; and (iv) the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time ("Account Documentation"). In the event of any inconsistencies between the terms in the documents described in the preceding sentence, the order of precedence shall be as follows: this Main Agreement, Account Documentation, the Proposal, and the RFP.
  - a. Modification of Account Documentation. waiver of immunity - Section 17.7 of the Global Account Terms is deleted in its entirety.
6. Indemnification. Customer is a governmental entity and Customer represents that it lacks the authority to indemnify. As such, language in the Account Documentation requiring the Customer to indemnify and hold harmless the Bank is superseded and is replaced by the following: Customer agrees, to the extent not prohibited by applicable law, to be responsible for or to reimburse the Bank for any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or resulting from the Banks acceptance or execution of any request or direction from the Customer in connection with any account or any service provided to the Customer. Notwithstanding the foregoing, the Customer shall not be responsible for any Losses to the extent resulting directly from the Contractor's own negligence, willful misconduct or fraud.
7. Term of the Agreement. This Agreement shall commence as of the Effective Date and continue for four (4) years through November 30, 2025, with an option to renew for one (1) additional four (4) year term, upon mutual agreement of the Customer and the Bank, unless earlier terminated as provided in the Account Documentation, with such renewal periods subject to changes to pricing and other terms and conditions as mutually agreed. In the event this Agreement is not formally renewed or a successor Agreement is not executed by the parties by the end of the term and the Bank continues providing Services to the Customer, the term of this Agreement shall extend on a month-to-month basis.
8. Cooperative Use of Agreement. The Customer may, with the consent and agreement of the Bank, permit one or more other political subdivisions to participate in this Agreement pursuant to ORC 9.48. Other political subdivisions will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other political subdivision to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other political subdivisions who utilize this Agreement.
9. Findings of Recover. By signature of its representative below, Bank hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.
10. Insurance. Prior to the commencement of this Agreement, Bank shall present to Customer current description of insurance, and shall maintain such insurance during and throughout the entire term of this Agreement and until the Services are complete.
11. Miscellaneous.
  - a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the parties hereto and supersedes any prior understanding or agreement between the parties respecting the within subject matter.
  - b. Neither party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

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- c. This Main Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the parties as made in writing duly executed by the persons designated by each party.
- d. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the parties.
- e. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- f. Each party to this Agreement further represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this Agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.
- g. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, advisor, fiduciary, or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors.
- h. This Main Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of Ohio, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in such state in connection with a dispute arising hereunder.
- i. This Main Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- j. Customer is a political subdivision and tax exempt. Bank shall not charge Customer any tax unless required by applicable law.

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

**7**

**RESOLUTION NO. 21-1183**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE TREASURER:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
10014101-5101	10014101-5001	10,000.00
Treasurer/Health Insurance	Treasurer/Compensation	

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

**8**

**RESOLUTION NO. 21-1184**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY RECORDER’S MODIFIED PROPOSAL FOR THE ACQUISITION OR MAINTENANCE OF MICROGRAPHIC OR OTHER EQUIPMENT:**

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

WHEREAS, on November 5, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-1227, approving the Delaware County Recorder’s proposal for the acquisition or maintenance of micrographic or other equipment, being the placement of an amount equal to \$4.00 of the fee collected for filing or recording a document for which a fee is charged as required by sections 317.32(A), 1309.525 and 5310.15 of the Revised Code in the county treasury and designated as “General Fund Moneys to Supplement the Equipment Needs of the County Recorder”; and

WHEREAS, the proposal approved in Resolution No. 18-1227 was originally approved through December 31, 2023, but has been statutorily extended through January 1, 2025, pursuant to section 317.321(E)(2) of the Revised Code; and

WHEREAS, on October 1, 2021, the Delaware County Recorder, pursuant to section 317.321 of the Revised Code, submitted a new proposal for the acquisition or maintenance of micrographic or other equipment, requesting that an additional amount equal to \$2.00 of the fee collected for filing or recording a document for which a fee is charged as required by sections 317.32(A), 1309.525 and 5310.15 of the Revised Code be

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placed in the county treasury and designated as “General Fund Moneys to Supplement the Equipment Needs of the County Recorder”; and

WHEREAS, pursuant to section 317.321, not sooner than the fifteenth nor later than the thirtieth day after the Board’s receipt of a proposal, the Board shall meet with the Recorder to review the proposal, which meeting occurred in the Board’s regular session on October 18, 2021; and

WHEREAS, on November 18, 2021, the Delaware County Recorder submitted a modification to the proposal to clarify that the request is being submitted pursuant to section 317.321(E)(4) of the Revised Code, which permits a proposal requesting additional fees to be submitted, as long as the total amount of the fees to be credited does not exceed eight dollars, and the proposal is for a number of years, not to exceed five; and

WHEREAS, pursuant to section 317.321 of the Revised Code, the Board shall, no later than December 15<sup>th</sup> of the year in which the proposal is submitted, approve, reject, or modify the proposal and notify the Recorder of its action on the proposal;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to section 317.321 of the Revised Code, the Board hereby approves the Delaware County Recorder’s modified proposal to place an additional amount equal to \$2.00 of the fee collected for filing or recording a document for which a fee is charged as required by sections 317.32(A), 1309.525 and 5310.15 of the Revised Code in the county treasury to the credit of the fund designated as “General Fund Moneys to Supplement the Equipment Needs of the County Recorder,” resulting in a total of \$6.00 of the fee when combined with the previously approved proposal, effective January 1, 2022 through January 1, 2025, which term will coincide with the expiration of the previously approved proposal;

BE IT FURTHER RESOLVED that the Board hereby directs the Clerk to certify a copy of this Resolution to the Delaware County Recorder and the Delaware County Auditor.

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

**9  
RESOLUTION NO. 21-1185**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDERS OFFICE:**

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

<b>Supplemental Appropriation</b>		
10013101-5001	Recorder/Compensation	28,000.00
10013101-5004	Recorder/Overtime	8,000.00
10013101-5101	Recorder/Health Insurance	5,000.00
10013101-5102	Recorder/Workers Comp	400.00
10013101-5120	Recorder/OPERS	5,200.00
10013101-5131	Recorder/Medicare	400.00

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

**10  
RESOLUTION NO. 21-1186**

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

<b>Permit #</b>	<b>Applicant</b>	<b>Location</b>	<b>Type of Work</b>
UT21-0212	AEP	Seldom Seen Road	Place poles in ROW
UT21-0213	Spectrum	Home Road	Place cable in ROW

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

**11**

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RESOLUTION NO. 21-1187

**IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING THE LETTER OF CREDIT FOR NORTHLAKE WOODS SECTION 2:**

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northlake Woods Section 2 (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.17 mile to Township Road Number 1757, Quailview Drive
- An addition of 0.11 mile to Township Road Number 1758, Whimbrel Lane
- Habitat Way, to be known as Township Road Number 1792; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1758, Whimbrel Lane, at its intersection with Township Road Number 7157, Quailview Drive and Township Road Number 1792, Habitat Way; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the letter of credit being held as maintenance guarantee to the owner, Homewood Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the roads, establishes stop conditions, approves speed limits, and releases the letter of credit in accordance with the Engineer's recommendations stated herein.

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

**12**

**RESOLUTION NO. 21-1188**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:**

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

<b>Supplemental Appropriation</b>		
40311409-5319	Drainage Improvement/Reimbursements-Refunds	\$704.67

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

**13**

**RESOLUTION NO. 21-1189**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) OHIO COUNCIL 8 AND LOCAL 3072 (UNION) AND THE DELAWARE COUNTY COMMISSIONERS DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (EMPLOYER):**

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt, and authorize the County Administrator to execute, the following Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING

The purpose of this memorandum is to adjust the Holiday Schedule pursuant to Article 21 in the negotiated agreement between the Union and the Employer to provide Juneteenth as a paid holiday for Union employees beginning June 19, 2022.

Whereas; on Thursday, June 17, 2021, the President of the United States declared June 19<sup>th</sup>, the holiday known as Juneteenth, a Federal Holiday; and subsequently, the Governor of Ohio also declared the day a State Holiday; and

Whereas; The Juneteenth holiday will be observed each year pursuant to ORC 1.14 as Amended by House Bill

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110, 134<sup>th</sup> General Assembly effective September 30, 2021.

Whereas; the Delaware County Commissioners believe in the inclusion of Juneteenth in the holiday schedule. In exchange, the Employer will cease to provide the ½ day holiday on New Year’s Eve or December 31<sup>st</sup> beginning 2022 and beyond.

Now therefore, the parties agree as follows:

The negotiated agreement between the Union and Employer in Article 21 (Holidays) will be amended for 2022.

Article 21 will include Juneteenth (Sunday, June 19, 2022) as a paid holiday.

The Job and Family Services offices will be closed in observance of Juneteenth on Monday, June 20, 2022.

In exchange, the County offices will remain open during regular business hours on Friday, December 30, 2022 and will no longer close at noon for the New Year’s Eve holiday as previously negotiated.

Employees will receive holiday pay for the Juneteenth holiday pursuant to Article 21.3 of the negotiated agreement between AFSCME, Ohio Council 8, Local 3072 and Delaware County JFS.

This memorandum shall:

- 1. Not affect any other provision of the collective bargaining agreement; and
- 2. Shall be negotiated for inclusion in future bargaining agreements in 2022.

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

**14**

**RESOLUTION NO. 21-1190**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR DOG AND KENNEL:**

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

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10011102-5801	20411305-4601	\$50,000.00
Commissioners General/Misc. Cash Transfers	Dog and Kennel/Interfund Revenues	

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

**RESOLUTION NO. 21-1191**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

It was moved by Mrs. Lewis, seconded by Mr. Benton 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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

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(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 compensation of a public employee or public official; to consider the purchase of property for public purposes; for collective bargaining and confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 21-1192**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT  
RECONVENING OF 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”

**15**

**RESOLUTION NO. 21-1193**

**10:00A.M. RECONVENING OF FINAL HEARING TO ADDRESS THE RIBOV #620 WATERSHED  
DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to reconvene the hearing at 10:05 A.M..

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

**RESOLUTION NO. 21-1194**

**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 Mrs. Lewis 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                Aye                Mr. Benton                Aye

***RESOLUTIONS CLAIM FOR DAMAGES***



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RESOLUTION NO. 21-1195

**IN THE MATTER OF ALLOWING, IN PART, THE CLAIM FOR DAMAGES FILED BY RICH AND JOYCE BOURGAULT FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and reconvened on, June 14, 2021, and again continued to, and held on, August 5, 2021, and further continued to, and held on, December 6, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December 3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on December 2, 2020, Rich and Joyce Bourgault submitted a claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit BB" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project); and

WHEREAS, on December 6, 2021, at the reconvening of the final hearing, after hearing testimony from the property owner, the Board is prepared to issue its findings on the claim for damages;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby allows, in part, the claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit BB" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project), in the amount of \$578.37, allocated to the Main part of the proposed project;

BE IT FURTHER RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby orders the Delaware County Engineer to prepare new assessments for the proposed improvement, and the Clerk of the Board shall, in accordance with section 6131.16 of the Revised Code, notify all owners of the new assessments, to the extent affected by the allowance of the claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit BB" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project).

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

RESOLUTION NO. 21-1196

**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 April 11, 2022, at 10:00a.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

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**GLENN MARZLUF, DEL-CO WATER'S GENERAL MANAGER PRESENTATION/ STATE OF THE UTILITY UPDATE**

There being no further business, the meeting adjourned.

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-Thank you for all those who came to the reception.

**COMMISSIONERS' COMMITTEES REPORTS**

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 6, 2021**

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Commissioner Lewis

- Thank you to all the staff who helped with Tracie's reception.
- Served on two panels at the Township Officials Training on Saturday morning. Thank you to Prosecutor Schiffel and her staff for their work on the training.

Commissioner Benton

- Good job by staff on Tracie's reception.
- Attended the MORPC executive committee meeting on Thursday afternoon. Main topics of discussion were the Infrastructure Bill (federal and state) and the State Capital budget
- Will be participating in phone call with the Regional Treasurer Advisors meeting today.
- The Land Bank will meet tomorrow at 2:00 PM.
- The CCAO/CEAO Winter Conference will be held this Wednesday through Friday.
- The Legislative Update will take place Friday.
- Attended the Andy Thompson retirement celebration Saturday.

Commissioner Merrell

- There will be a 9-1-1 Board meeting tomorrow at 1:00 PM
- Attended the farewell event for the Friends of the Trail on Saturday.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners