

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

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

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

1
RESOLUTION NO. 22-84

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 7, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 7, 2022; 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. 22-85

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0209 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0209:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0209, memo transfers in batch numbers MTAPR0209 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2201664	BUILTRITE INTERIOR CONSTRUCTION LTD	RECORDER'S OFFICE REMODEL	41711436 - 5410	\$22,160.00
R2202009	BUILTRITE INTERIOR CONSTRUCTION LTD	AUDITORS OFFICE REMODEL	41711436 - 5410	\$22,275.00
R2202010	ITA INC	AUDIO VISUAL RENTAL - STATE OF THE COUNTY	10011139 - 5335	\$5,961.40

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

4
RESOLUTION NO. 22-86

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM AD FARROW CO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request AD Farrow Co (DBA AD Farrow Co) located at 7754 SR 37 E, Sunbury, Ohio 43074; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

5

RESOLUTION NO. 22-87

IN THE MATTER OF CONFIRMING APPOINTEES TO THE DELAWARE COUNTY ECONOMIC DEVELOPMENT REVOLVING LOAN FUND COMMITTEE:

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

WHEREAS, on May 14, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-414, establishing the Delaware County Economic Development Revolving Loan Fund (the “RLF”) and creating a committee to oversee and administer the RLF (the “Committee”); and

WHEREAS, on June 18, 2020, the Board adopted Resolution No. 20-528, approving a cooperative agreement governing the RLF and further clarifying the membership of the Committee; and

WHEREAS, the Committee consists of seven members, including three permanent members (the County Administrator, the County Economic Development Director, and the County Treasurer) and four members based on the first four entities that contribute to the RLF, with all four members appointed by the Board and having initial terms of three years; and

WHEREAS, to date, four entities have contributed funds to the RLF entitling the entities to a member on the Committee: Delaware County, Orange Township, Liberty Township, and the Delaware County Finance Authority; and

WHEREAS, the Board desires to confirm the appointees to the Committee;

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

Section 1. The Board hereby confirms that the appointees to the Committee are as follows:

Appointee	Office/Entity	Term Ends
Donald E. Rankey, Jr. (Chair)	Delaware County Treasurer	Permanent (term of office)
Tracie Davies	Delaware County Administrator	Permanent (term of office)
Rob Platte	Economic Development Director (interim)	Permanent (term of office)
Shyra Eichhorn	Liberty Township	May 14, 2023
Lisa Kraft	Orange Township	May 14, 2023
Kent Shafer	Delaware County Finance Authority	May 14, 2023
Tim Wilson	Destination Delaware County	May 14, 2023

Section 2. The Board hereby directs the Clerk to submit a copy of this Resolution to the Delaware County Treasurer as Committee Chair.

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

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

6

RESOLUTION NO. 22-88

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS FOUNDATION OF LOVE FOR YOUTH, LLC (FLY HOUSE):

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract, first amendment, and second amendment with Foundation of Love for Youth, LLC (FLY House);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for child care placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: Foundation Of Love For Youth,	A. Maintenance

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

<p>LLC (Fly House)</p> <p>Address: 7185 East Main Street, #992 Reynoldsburg, Ohio 43068</p> <p>This Agreement in effect from 12/06/21-6/30/22</p>	<p>B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND FOUNDATION OF LOVE FOR YOUTH, LLC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Foundation of Love for Youth, LLC (“Provider”) (“First Amendment”) is entered into this February 10, 2022.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 12/06/21 through 06/30/22 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. Article II. This agreement shall have an initial service period of 12/06/21 through 06/30/22.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. Article V.E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

C. Article V.F., G. and H. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

D. Article V.I. Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.

E. New Article V. AA. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

F. New Article V. BB. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

G. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022

H. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

J. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.**
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND FOUNDATION OF LOVE FOR YOUTH, LLC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Foundation of Love for Youth, LLC (“Provider”) (“Second Amendment”) is entered into this February 7, 2022. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 12/06/21 through 06/30/22 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding** – Multiple System Youth
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Schedule C Rate Information
Per Diem Rates
December 6, 2021 – June 30, 2022
Foundation of Love for Youth, LLC

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home	7650913		\$53.16	\$44.22	\$138.48		\$5.18	\$30.79	\$18.72	\$7.65	\$298.21	12/09/2021	06/30/2022

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

**7
RESOLUTION NO. 22-89**

IN THE MATTER OF APPROVING THE FOURTH AMENDMENT TO THE CONTRACT FOR SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND LEXIPOL, LLC, FOR CONSULTING SERVICES AND

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022**

SOFTWARE REGARDING OFFICE POLICIES:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the fourth amendment to the contract with Lexipol, LLC, for consulting services and software regarding office policies;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the fourth amendment to the contract with Lexipol, LLC, for consulting services and software regarding office policies:

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN LEXIPOL, LLC AND
THE SHERIFF'S OFFICE OF DELAWARE COUNTY, OHIO
(Effective January 1, 2022)**

This is the Fourth Amendment to the Agreement for Services provided by Lexipol, LLC ("Contractor") to the Sheriff's Office Delaware County, Ohio and Delaware County, Ohio ("County").

WHEREAS, the County and the Contractor previously entered into an agreement, the parties now wish to expand the scope of services previously agreed to in Resolution 17-1184.

THEREFORE, on exchange of mutual consideration and the parties' mutual covenants and obligations, the parties agree as follows:

Under paragraph four of the agreement, the Parties agree to renew the agreement for another 12 months, beginning on the day the Board of Commissioners approves this amendment. The Parties agree that the cost of the service known as "law enforcement policy subscription" for the next 12 months shall be \$35,830.85.

Except for any provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

**8
RESOLUTION NO. 22-90**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE LITTER GRANT:

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

Supplemental Appropriation		
22111502-5319	Litter Grant/Reimbursements-Refunds	23,073.29

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

**9
RESOLUTION NO. 22-91**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
10011102-5801	42011438-4601	\$721,192.18
Commissioners General/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

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

**10
ADMINISTRATOR REPORTS**
Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 2022

11

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Yesterday the House voted to reinstate a virtual meeting bill until the end of June. It will not take effect until Governor DeWine signs it.
- The Ohio Department of Development will be holding regional meetings for impact to communities with the addition of Intel in New Albany.
- CEBCO met last Friday.
- DeltaDental is taking over VSP, both are providers of dental and vision insurance for the County.
- The Land Bank will meet next Thursday.
- The JEDI met last week.
- Will be participating in a MORPC meeting this afternoon.

Commissioner Merrell

- At the next Land Bank meeting we will have a recommendation for a retreat date.
- CORSA will meet tomorrow.
- Attended a 9-1-1 Advisory Board meeting on Tuesday.

Commissioner Lewis

- Attended an EMA meeting Tuesday afternoon.
- Will be participating in the Leadership Delaware class today as a panelist.

12

RESOLUTION NO. 22-92

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

It was moved by Mr. Merrell, 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

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

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

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

RESOLUTION NO. 22-93

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton