

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 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

Absent:
Gary Merrell, Commissioner

1
RESOLUTION NO. 22-934

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 27, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 27, 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 Absent Mr. Benton Aye

2
PUBLIC COMMENT
 None.

3
RESOLUTION NO. 22-935

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1028:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1028 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2201006) VAR WIOA	Client Services	22311611-5348	\$30,000.00
(P2200837) Delaware CTY Fair	Bed tax	29911190-5380	\$204,608.86

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2204778	TRI COUNTY TOWER SERVICE INC	TOWER	21411306 - 5301	\$7,950.00

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

4
RESOLUTION NO. 22-936

IN THE MATTER OF A TRANSFER OF A LIQUOR LICENSE REQUEST FROM KSM COLUMBUS I I LLC TO NEW ERA GOLF OHIO BT INC. 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 Mrs. Lewis to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a transfer of D5 liquor license from KSM Columbus I I LLC to New Era Golf Ohio BT Inc.(both located at 350 Bent Tree Rd Patio & Golf Course, Sunbury, OH 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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

Board of County Commissioners.

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

5

RESOLUTION NO. 22-937

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM RTR RESOURCES LLC (DBA PRIME AND VINE) 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 Mrs. Lewis to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D2 liquor license from RTR Resources LLC (DBA Prime and Vine), located at 5915 Evans Farm Dr, Lewis Center, Ohio 43035; 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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

6

RESOLUTION NO. 22-938

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF SEPTEMBER 2022:

It was moved by Mr. Benton, seconded by Mrs. Lewis to accept the Treasurer’s Report for the month of September 2022.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

7

RESOLUTION NO. 22-939

IN THE MATTER OF APPROVING A PROCLAMATION TO HONOR OUR VETERANS BY TAKING PART IN THE “GREEN LIGHT A VET” INITIATIVE DURING THE MONTH OF NOVEMBER:

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

PROCLAMATION

WHEREAS, Delaware County has a responsibility to recognize Veterans and current service members as valued members of our community; AND

WHEREAS, veterans are some of our nation’s bravest and hardest-working men and women, and the “Green Light a Vet” initiative provides a visible opportunity to literally shine a light on their service and sacrifices; AND

WHEREAS, green is the color of hope, renewal, and well-being. The simple act of changing an outdoor light to green is a tangible way to show gratitude not only to our veterans, but to current U.S. service members and their families as well; AND

WHEREAS, the term “greenlight” is commonly used to enable forward movement. This initiative not only enables us to display our appreciation in Delaware County, but to spark a national conversation of acknowledgment; AND

WHEREAS, the County of Delaware places a high value on expressing thanks to those who have given so much for their country and communities.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners is proud to honor our Veterans by taking part in the “Green Light a Vet” initiative and displaying green lights outside the Historic Courthouse during the entire month of November.

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

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022

8

RESOLUTION NO. 22-940

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR PUBLIC DEFENDER:

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

Transfer of Appropriation

From:	To:	
10083801-5001	10083801-5301	\$20,000.00
Public Defender/Compensation	Public Defender/Contracted Prof. Services	
10083801-5101	10083801-5301	\$60,000.00
Public Defender/Health Insurance	Public Defender/Contracted Prof. Services	

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

9

RESOLUTION NO. 22-941

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR COMMON PLEAS COURT:

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

Supplemental Appropriation

10025201-5001	Common Pleas General Division/Compensation	\$22,600.55
---------------	--	-------------

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

10

RESOLUTION NO. 22-942

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND FORENSIC FLUIDS LABORATORIES, INC. FOR THE PURCHASE OF DRUG SCREENING LABORATORY SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following amendment with Forensic Fluids Laboratories, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the contract with Forensic Fluids Laboratories, Inc. for drug screening laboratory services:

**Third Amendment
To
Contract for the Purchase of
Confidential Drug Screening, Confirmation, and Reporting Services
Between
Delaware County Board of County Commissioners
and
Forensic Fluids Laboratories, Inc.**

This Third Amendment of the Contract For The Provision of Confidential Drug Screening, Confirmation, and Reporting Services is entered into this 31st day of October, 2022 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Forensic Fluids Laboratories, Inc. (hereinafter “Provider”) whose address is 225 Parsons Street, Kalamazoo, Michigan 49007 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Confidential Drug Screening, Confirmation, and Reporting Services on December 16, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022

A. The maximum amount payable pursuant to this contract shall be \$28,000 for the service period January 1, 2022 through December 31, 2022.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, First Amendment, Second Amendment, and this Third Amendment, the terms of the Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, First Amendment, and Second Amendment not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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

11

RESOLUTION NO. 22-943

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR WORKFORCE INTERVENTION:

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

WHEREAS, PCSAO is a nonprofit 501(c)(3) organization and membership-driven association of Ohio's county Public Children Services Agencies that advocates for sound public policy, promotes program excellence, and builds public value for safe children, stable families, and supportive communities; and

WHEREAS, the Delaware County Board of Commissioners wishes to enter into a Memorandum of Understanding with PCSAO to further workforce intervention;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves, and authorizes the President of the Board to execute, the Memorandum of Understanding with PCSAO.

(A copy of the MOU and related documents will be on file in the Clerk's Office until no longer of administrative value.)

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

12

RESOLUTION NO. 22-944

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2023 TAXES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$156,527.57 to the County Auditor for the 2023 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2023 Sewer Tax Assessments
To be certified by the Board of Commissioners on 10/31/2022**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$52,929.96
66211900-4108-11904 – Alum Creek	\$88,546.03
66211900-4108-11905 – Lower Scioto	\$3,106.48
66211900-4108-11912 - Package Plants	\$11,945.10
Total Assessments	\$156,527.57

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

13

RESOLUTION NO. 22-945

IN THE MATTER OF APPROVING TRANSFERS OF FUNDS AND A SUPPLEMENTAL APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66211900-5801	66611900-4601	\$11,732,000.00
SRF-Cash Transfers	URF O&M Fund/Interfund Revenues	
66211900-5801	66711900-4601	\$3,771,300.00
SRF-Cash Transfers	Capital/Interfund Revenues	
66211900-5801	66711900-4601	\$565,700.00
SRF-Cash Transfers	Capital/Interfund Revenues	

Supplemental Appropriation

66911900-5301	Concord/Scioto Comm Dev Charge/Prof Services	\$20,615.78
---------------	--	-------------

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

14

RESOLUTION NO. 22-946

IN THE MATTER OF APPROVING A LEASE AND RIGHT OF ENTRY AGREEMENT WITH NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC FOR RIGHT OF ENTRY ONTO AND TEMPORARY OCCUPATION OF A PORTION OF THE PROPERTY LOCATED AT 2487 WILSON ROAD:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Northstar Residential Development, LLC for right of entry onto and temporary occupation of a portion of the property located at 2487 Wilson Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Northstar Residential Development, LLC:

LEASE AND RIGHT OF ENTRY AGREEMENT

This Lease and Right of Entry Agreement (“Agreement”) is entered into this October 31, 2022 by and between NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC, an Ohio limited liability company (hereinafter referred to as “Developer”) and THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (“County”), for right of entry onto and temporary occupation of a portion of the property located at 2487 Wilson Rd., Sunbury, Delaware County, Ohio, Parcel No. 517-400-01-131-000 (the “Premises”).

WHEREAS, Northstar Land LLC, as predecessor-in-interest of Developer, and County entered into

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022

that certain Developer’s Agreement dated August 3, 2006 (the “Sewer Agreement”) wherein Developer agreed to construct a waste water reclamation facility and reuse system and related improvements, including a laboratory (the “Laboratory”) (collectively, the “Improvements”), to be publicly dedicated to the County pursuant to the terms and conditions contained therein;

WHEREAS, upon completion of certain of the Improvements, Developer transferred ownership of the Premises to County; and

WHEREAS, Developer and County now desire Developer and Developer’s contractors to enter upon the Premises to complete construction of the remaining Improvements (including the Laboratory) as contemplated under the Sewer Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants made to each other, Developer and County enter into the following agreement:

1. Lease and Right of Entry to Construct Laboratory. County leases to the Developer that portion of the Premises designated for the Laboratory and grants to Developer, its employees, agents and other representatives, an irrevocable right to enter upon the Premises to complete construction of the Laboratory and Improvements, which shall constitute tenant improvements, and to enter into construction contracts as “Owner” for the performance of the construction of the Laboratory and the Improvements. County agrees that it has reviewed and approved Developer’s plans for the construction of the Laboratory, as depicted in the attached Exhibit “A”, including all costs associated therewith, and that any costs associated with changes to Developer’s plans requested by County after the date hereof shall be the sole responsibility of County and shall be paid to Developer within thirty (30) days of receipt of an invoice therefor. This Agreement shall commence immediately upon approval by the Developer and the County and shall terminate upon final completion of the Laboratory and the Improvements in accordance with the approved plans, as recommended by the County Sanitary Engineer, and acceptance thereof by the County Administrator. The Developer acknowledges and agrees that, upon termination of this Agreement, the Laboratory and the Improvements shall become the property of the County.

2. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of such when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. All parties may execute this Agreement electronically through use of a reputable and verifiable electronic signature process.

3. Authority. Developer and County each represent and warrant that each have the full power and authority to enter into this Agreement and the person signing on behalf of the respective parties hereto are authorized to do so.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

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

15 MONTHLY SANITARY APPROVAL UPDATE

16 RESOLUTION NO. 22-947

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, A TRANSFER OF FUNDS AND CASH ADVANCE FOR THE DEL-US36-19.93 AND CARTERS CORNER INTERSECTION IMPROVEMENT PROJECT:

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

Table with 3 columns: Description, Amount, and Category. Rows include TRANSFER OF APPROPRIATION (Road & Bridge/Road Constructions), TRANSFER OF FUNDS (Road & Bridge/Misc Cash Transfers), and ADVANCE OF CASH (Road & Bridge Projects/Advances Out).

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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

17

RESOLUTION NO. 22-948

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

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

Permit #	Applicant	Location	Type of Work
UT22-0177	AEP-OHIO	WESTERVILLE ESTATES	ELECTRIC
UT2022-0178	COLUMBIA GAS	MOBILE HOME PARK BUNTY STATION ROAD	GAS
UT2022-0179	SPECTRUM	OAKMONT	CABLE
UT2022-0180	AEP-OHIO	NELSON FARMS SECTION 3	ELECTRIC
UT2022-0181	HORIZON	TRENTON ROAD	FIBER OPTIC
UT2022-082	SPECTRUM	STOCKWELL ROAD	CABLE

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

18

RESOLUTION NO. 22-949

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING THE CONSTRUCTION BOND FOR NORTHSTAR GOLDWELL SECTION 2:

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

WHEREAS, the roadway construction has been completed for the project known as Northstar Goldwell Section 2 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$154,300.00 (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, Northstar Residential Development LLC (the “Principal”) has provided a maintenance bond in the amount of \$154,300.00 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Project and returning the construction bond for the Project to the Principal as outlined herein.

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

19

RESOLUTION NO. 22-950

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO OWNER’S AGREEMENT FOR MAEVE MEADOWS:

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

WHEREAS, the Engineer recommends approving Amendment No. 1 to the Owner’s Agreement for Maeve Meadows;

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment No. 1 to the Owner’s Agreement for Maeve Meadows, as follows:

**AMENDMENT NO. 1
OWNER’S AGREEMENT
Project Number 22086**

This Amendment No. 1 to the Owner’s Agreement dated August 15, 2022 for **Maeve Meadows**, is made and entered into this 31st day of October, 2022, by and between **Pulte Homes of Ohio LLC** (“Owner”) and the **Board of County Commissioners of Delaware County Ohio** (“County Commissioners”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Both Parties mutually agree to amend the Owner’s Agreement as follows:

- A. The Owner elects to change the Option chosen for this project from Option 2 to Option 1.
- B. The Owner shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in accordance with Option 1 of the Owner’s Agreement.

ARTICLE 2 – REMAINING PROVISIONS

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

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

20

RESOLUTION NO. 22-951

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR LIBERTY GRAND COMMUNITIES SECTION 2 HYATTS CROSSING DRIVE PHASE 2:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Liberty Grand Communities Section 2 Hyatts Crossing Drive Phase 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Liberty Grand Communities Section 2 Hyatts Crossing Drive Phase 2, as follows:

OWNER'S AGREEMENT PROJECT NUMBER: 22099

THIS AGREEMENT, executed on this 31st day of October, 2022, between Liberty Grand II, LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Liberty Grand Communities Sec 2 (Hyatts Crossing Drive Ph 2) further identified as Project Number 22099 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Thirty Six thousand Three Hundred Dollars and No Cents (\$36,300.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$452,600.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$45,300.00
INSPECTION FEE DEPOSIT	\$36,300.00

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

21
RESOLUTION NO. 22-952

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE MAINTENANCE BOND FOR HOWARD FARMS SECTION 1, PHASE B:

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 Howard Farms Section 1, Phase B (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 0.27 mile to Township Road Number 1773, Annabel Way
- An addition of 0.14 mile to Township Road Number 1775, Blantons Pass; and

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

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

- On Township Road Number 1775 Blantons Pass, at its intersection with Township Road 1773, Annabel Way; and

WHEREAS, the Engineer requests approval to return the maintenance bond to 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, approves speed limits and stop conditions, and releases the maintenance bond in accordance with the Engineer's recommendations stated herein.

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

22
RESOLUTION NO. 22-953

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CESO, INC. FOR GENERAL ENGINEERING SERVICES 2022-1:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from professional design firms interested in providing services for the project known as General Engineering Services 2022-1; and

WHEREAS, the County Engineer has selected the consulting firm of CESO Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

**PROFESSIONAL SERVICES AGREEMENT
General Engineering Services 2022-1**

This Agreement is made and entered into this 31st day of October, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and CESO Inc., 3601 Rigby Road, Suite 300, Miamisburg, OH 45342 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide general engineering services (the “Services”) to the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be further described in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement: Delaware County General Engineering Services 2022-1 Scope of Services dated 7-25-2022.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3.
- 4.2 The County Engineer may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the County Engineer determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) 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 Parties to the attention of the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer
 Attn: Ryan J. Mraz, Chief Deputy Design Engineer
 Address: 50 Channing Street, Delaware, Ohio 43015
 Telephone: 740-833-2400
 Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Aaron R. Matson

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

Address of Firm: 3601 Rigby Road, Suite 300
 City, State, Zip: Miamisburg, Ohio 45342
 Telephone: 937-401-3909
 Email: matson@cesoinc.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the County Engineer and shall complete the services within 24 months from said date. No extensions will be provided without prior written approval.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a written modification signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

23
RESOLUTION NO. 22-954

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

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

Supplemental Appropriation

22211332-5001	ARPA Revenue Loss EMS/Compensation	\$678,000.00
22211332-5101	ARPA Revenue Loss EMS/Health Insurance	\$95,000.00
22211332-5102	ARPA Revenue Loss EMS/Workers Comp	\$5,700.00
22211332-5120	ARPA Revenue Loss EMS/OPERS	\$114,800.00
22211332-5131	ARPA Revenue Loss EMS/Medicare	\$6,500.00
22211333-5001	ARPA Revenue Loss Sheriff/Compensation	\$915,000.00
22211333-5101	ARPA Revenue Loss Sheriff/Health Insurance	\$205,000.00
22211333-5102	ARPA Revenue Loss Sheriff/Workers Comp	\$8,000.00
22211333-5120	ARPA Revenue Loss Sheriff/OPERS	\$248,615.00
22211333-5131	ARPA Revenue Loss Sheriff/Medicare	\$22,000.00
22211333-5332	ARPA Revenue Loss Sheriff/Cell Phone Allowances	\$1,600.00

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

24

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

- Thank you to Karen First and the Auditor’s office for all of their work on the ARPA revenue loss.
- The Pre-Hospital Care Board meets tomorrow.

Dawn Huston, Deputy Administrator

- No reports.

25

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- The EMS celebration was fantastic. Congrats again to the EMS team for their awards.
- Attended the CEBCO board meeting Friday. Coshocton County has joined CEBCO.
- Attended the Regional Planning meeting Thursday evening.
- The Demo Grants have officially been released. All 6 of Delaware County’s projects have been approved.
- Tonight is Halloween. Have a safe and fun evening.

Commissioner Lewis

- The EMS tribute was great. Credit to EMS for their hard work.
- Attended the Stepping Up meeting last week.
- Attended the Quarterly Community Corrections meeting last week.

26

RESOLUTION NO. 22-

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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
- (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;

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2022**

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 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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Absent

RESOLUTION NO. 22-956

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 Absent Mr. Benton Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners