

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 22, 2023

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

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

1
RESOLUTION NO. 23-431

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 18, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 18, 2023; 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. 23-432

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0519, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0519 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0519:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0519, memo transfers in batch numbers MTAPR0519, Procurement Card Payments in batch number PCAPR0519 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
FEECorp (P2301017)	Environmental Services	66211900-5335	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2303376	MASTER MEDICAL EQUIPMENT LLC	MEDICAL SUPPLIES	10011303 - 5244	\$6,900.00

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

4
RESOLUTION NO. 23-433

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Shane Friley participate in part II of a PLC Programming & Applications Training in Columbus, Ohio May, 17-18, 2023; at the cost of \$1,295.00 (fund number 10011105).

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

5
RESOLUTION NO. 23-434

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM EAT GREEK INC. TO SANCHEZ GUERRERO LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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It was moved by Mrs. Lewis, 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 request of a D1 license Eat Greek Inc. (DBA Eat Greek) to Sanchez Guerrero LLC, located at 1329 Cameron Avenue, 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 Aye

**6
RESOLUTION NO. 23-435**

IN THE MATTER OF PROCLAIMING THE WEEK OF MAY 21-27, 2023 AS EMERGENCY MEDICAL SERVICES WEEK IN DELAWARE COUNTY:

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Delaware County Emergency Medical Services are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners in recognition of this event do hereby proclaim the week of May 21-27, 2023, as EMERGENCY MEDICAL SERVICES WEEK in Delaware County, with the theme, "Where Emergency Care Begins": Committed to Community.

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

**7
RESOLUTION NO. 23-436**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INNOVATIVE HARDWARE, INC., (DBA EPS) FOR THE INSTALLATION OF SECURITY CAMERAS FOR THE COUNTY'S BYXBE CAMPUS:

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

WHEREAS, pursuant to section 9.48 of the Revised Code, a county may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the county is eligible for membership, and acquisition of equipment, material, supplies, or services, through participation in an association program is exempt from any competitive selection requirements otherwise required by law, if the contract was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within this state or in another state; and

WHEREAS, the equipment, material, supplies, and services for the installation of security cameras at the County's Byxbe Campus are available through a competitively awarded contract of The Interlocal Purchasing System ("TIPS"), of which the County is a member; and

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and Innovative Hardware, Inc., (DBA EPS) for the installation of security cameras

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for the County's Byxbe Campus, pursuant to TIPS Contract #230202;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Innovative Hardware, Inc., (DBA EPS) for the installation of security cameras for the County's Byxbe Campus:

SERVICES AGREEMENT

This Agreement is made and entered into on May 22, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Innovative Hardware, Inc., dba EPS, 8845 Basil Western Road, Canal Winchester, Ohio 43110 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide equipment for and installation of security cameras for the County's Byxbe Campus (the "Services").
- 1.2 The Contractor shall perform the Services in a competent workmanlike manner. The Services shall be further defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
- Contractor's Proposal EPSQ11002-04, submitted May 5, 2023 (hereinafter referred to as "Exhibit A")
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all Services, the lump sum fee shall be \$199,236.99.
- 4.3 Total compensation under this Agreement shall not exceed \$199,236.99 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

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

6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly in accordance with Exhibit A.

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

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

8 INDEMNIFICATION

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

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

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

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provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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

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

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

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

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

8
TIFFANY MAAG:
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

9
RESOLUTION NO. 23-437

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE

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DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR THE DEL-CR31-0.10 RED BANK RESURFACING AND SHOULDER WIDENING PROJECT:

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

DEL-CR31-0.10 Red Bank Resurfacing and Shoulder Widening Project, Bid Opening May 2, 2023:

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and The Shelly Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with The Shelly Company for the DEL- CR31-0.10 Red Bank Resurfacing and Shoulder Widening Project:

CONTRACT

THIS AGREEMENT is made this 22nd day of 2023, by and between **The Shelly Company, 80 Park Drive, PO Box 266, Thornville, Ohio 43076**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-CR31-0.10 Red Bank Road Resurfacing and Shoulder Widening Project**” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Million Three Hundred Seven Thousand Four Hundred Forty-One Dollars and Fifty Cents (\$1,307,441.50)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

10
RESOLUTION NO. 23-438

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

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

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

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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
UT2023-0094	AEP	SUNBURY ROAD	INSTALL POLE
UT2023-0095	CENTURY LINK	MONTGOMERY RD	INSTALL 2 NEW PEDESTALS
UT2023-0096	EVERSTREAM	OWENFIELD DR	ROAD BORE
UT2023-0097	AEP	CHESHIRE RD	REPLACE POLES
UT2023-0098	AEP	ORANGE POINT DR	UNDERGROUND ELECTRIC
UT2023-0099	AEP	LEWIS CENTER RD	REPLACE POLES
UT2023-0100	SPECTRUM	N OLD STATE RD	ROAD BORE
UT2023-0101	DEL-CO WATER	LEWIS CENTER RD	WATERLINE

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

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RESOLUTION NO. 23-439

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND A SUPPLEMENTAL APPROPRIATION FOR THE ENGINEER'S OFFICE FOR THE COUNTY ROAD 605 SHOULDER PAVING AND SAFETY IMPROVEMENTS PROJECT:

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

TRANSFER OF FUNDS

10040421-5801	29440457-4601	124,134.02
Road & Bridge Projects/Transfers	2023 HSIP CR 605/Interfund Transfer	

SUPPLEMENTAL APPROPRIATION

29440457-5420	2023 HSIP CR 605/Road Construction	124,134.02
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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Aric Hochstettler, Deputy County Administrator and General Counsel

Discussion: Process for Dedication of Private Roads

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

Aric Hochstettler, Deputy Administrator
-No reports.

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-Has spoken to Senator Brenner concerning the indigent defense reimbursement rates back to the counties.

Commissioner Merrell
-Attended the Legislative Meeting last Friday.

Commissioner Benton
-Attended the COYC meeting last Thursday. The annual meeting has been rescheduled for August.
-Attended Rock Jones' retirement celebration last week.

15

RESOLUTION NO. 23-440

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

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

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WHEREAS, pursuant to section 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

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

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

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

RESOLUTION NO. 23-441

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Recessed at 10:57 AM/Reconvened at 11:16 AM

RESOLUTION NO. 23-442

IN THE MATTER OF STATING THE BOARD’S OPPOSITION TO SUB. HOUSE BILL 64, IN ITS CURRENT FORM, AND AUTHORIZING THE DEPUTY COUNTY ADMINISTRATOR AND GENERAL COUNSEL TO TESTIFY IN FRONT OF THE HOUSE CIVIL JUSTICE COMMITTEE TO STATE THE REASONS FOR THE BOARD’S OPPOSITION:

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

WHEREAS, Sub. House Bill 64 has been introduced in the Ohio House of Representatives and would make several changes to existing laws governing appropriations of property, also known as eminent domain; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) supports a proper balancing of the constitutional rights of owners of private property and the ability for the Board, and other public agencies, to make acquisitions of property necessary to serve the public interest; and

WHEREAS, on May 23, 2023, the House Civil Justice Committee is convening a hearing to take opposition testimony in regard to Sub. House Bill 64, and the Board wishes to authorize the Deputy County Administrator and General Counsel to appear at the hearing, express the Board’s opposition to the bill in its current form, and offer the Board’s suggestions for improvements to the legislation, if it is to proceed;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby states its opposition to Sub. House Bill 64, in its current form, and authorizes the Deputy County Administrator and General Counsel to submit testimony, in the form submitted to the Board, to the House Civil Justice Committee stating the reasons for the Board’s opposition and suggestions for improvements to the legislation, if it is to proceed.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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