

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 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

10:00 A.M. Hearing For Consideration Of The Drainage Improvement Petition For The Liberty Lakes Sections 1 & 2 Subdivision Watershed

**1
RESOLUTION NO. 23-1033**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 30, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 30, 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**

**3
RESOLUTION NO. 23-1034**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1201:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 1201 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PR Number	Vendor Name	Description	Account
R2305307	Premier Office Movers LLC	Byxbe Campus renovations	42011440 - 5410
R2305358	Wolverine Coach Inc.	Animal control box	20411305 - 5450
R2305358	Wolverine Coach Inc.	Trap door, fan, rubber mats	20411305 - 5201
			\$ 15,295.00
			\$ 5,350.00
			\$ 960.00

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

**4
RESOLUTION NO. 23-1035**

IN THE MATTER OF ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2024 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis that, in compliance with section 121.22 of the Revised Code, the following Resolution be adopted:

BE IT RESOLVED, that the Delaware County Board of Commissioners shall meet in regular session at 9:30AM on Monday and 9:30AM on Thursday of each week at their Office at 91 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

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All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.

BE IT FURTHER RESOLVED, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under the Ohio Revised Code (e.g., Ditch Petitions, Road Alterations, etc.), the Clerk to the Board or, in the absence of the Clerk to the Board, the Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings that may serve as the official record of the Board's proceedings at the viewing.

BE IT FURTHER RESOLVED, that notification of all special meetings, except those requiring immediate emergency action of the Delaware County Board of Commissioners, shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

BE IT FURTHER RESOLVED, that special meetings may be called upon the direction of the President of the Board of Commissioners or by the request of any two members of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the normal business hours/office hours for the Office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

5

RESOLUTION NO. 23-1036

IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:

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

WHEREAS, pursuant to R.C. 121.22(F), the Board of County Commissioners, Delaware County, Ohio ("Board") is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and

WHEREAS, the Board also desires, consistent with R.C. 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board;

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2024 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2024:

1. All regularly scheduled meetings of the Board held in 2024 shall be held in accordance with the following schedule:

Time: 9:30AM

Days/Dates: On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

Place: 91 N. Sandusky Street, Delaware, Ohio 43015
2nd Floor Hearing Room
2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board's office and on the Board's website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a

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list of all persons requesting such notification.

5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
 - a. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
 - b. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
 - c. Prominently post advance notice of the meeting in the Board's office; and
 - d. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
 - a. Provide notice via email to the news media that have requested notification;
 - b. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
 - c. Prominently post notice of the meeting in the Board's office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board's office and on the Board's website and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

**6
RESOLUTION NO. 23-1037**

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY DECEMBER 28, 2023; THURSDAY JANUARY 4, 2024; AND MONDAY JANUARY 8, 2024:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Delaware County Commissioners' sessions scheduled for Thursday December 28, 2023; Thursday January 4, 2024; and Monday January 8, 2024.

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

**7
RESOLUTION NO. 23-1038**

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JANUARY 25, 2024; THURSDAY FEBRUARY 1, 2024; AND MONDAY FEBRUARY 12, 2024:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Delaware County Commissioners' sessions scheduled for Thursday January 25, 2024; Thursday February 1, 2024; and Monday February 12, 2024.

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

**8
RESOLUTION NO. 23-1039**

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of regular sessions of the Board at the end of the current calendar year and prior to the Board’s meeting on January 11th, 2024, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from December 26, 2023 through January 10, 2024, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners’ departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 22-995, which shall remain in full force and effect.

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

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

**9
RESOLUTION NO. 23-1040**

IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county’s funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county’s board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that “a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.”;

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

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Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners’ designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2024.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to develop and enter into service plans, contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC plan, agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services the Director may authorize a designee of the Delaware County Department of Job and Family Services to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

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

**10
RESOLUTION NO. 23-1041**

IN THE MATTER OF THE RETIREMENT OF POLICE DOG ESSAC:

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

WHEREAS, the Delaware County Sheriff’s Office’s police dog Essac is no longer fit for duty due to age; and

WHEREAS, Delaware County wishes to permit Deputy David Johnson to purchase the police dog for one dollar, pursuant to section 9.62 of the Revised Code;

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

Section 1. Delaware County hereby offers police dog Essac for sale to Deputy David Johnson for one dollar (\$1.00).

Section 2. The sale shall be conditioned upon Deputy Johnson accepting sole responsibility for the care, maintenance, and support of the police dog and the deputy executing the Acknowledgment and Release from Liability form with respect to claims that may arise from the deputy’s ownership of the police dog. The Sheriff’s Office is authorized and directed to take all steps necessary to complete the sale.

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

**11
RESOLUTION NO. 23-1042**

IN THE MATTER OF ADOPTING UPDATES TO THE DELAWARE COUNTY PERSONNEL POLICY MANUAL:

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

WHEREAS, Delaware County has incorporated and/or revised management practices, procedures, and policies to appropriately manage federal, state, and civil service laws and regulations and to administer and set employment standards, and provide for the general management of employees, based upon best practices recommended by the County Risk Sharing Authority; and

WHEREAS, the Delaware County Personnel Policy Manual encompasses general employment practices, procedures, and guidelines for employees, directors and supervisors in the day-to-day direction and performance of their duties; and

WHEREAS, the County Administrator and Deputy County Administrators recommend adopting an update to Section IX of the Delaware County Personnel Policy Manual;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following update to Section IX of the Delaware County Personnel Policy Manual, effective immediately upon adoption of this Resolution:

**IX. DRUG AND ALCOHOL POLICY
A. Drug-Free Workplace.**

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Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his/her job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The County maintains a drug and alcohol free workplace¹ in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the use of legal substances including CBD oils (or like products) resulting in a positive test.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County may require an employee to submit to a urine and/or blood test if there is reasonable suspicion as explained in Section C, paragraph 2, below, to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

B. Drug Policy.

1. **Controlled Substance:** Means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).
2. **Conviction:** Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
3. **Criminal Drug Statute:** Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*
4. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.
5. Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.
6. Any employee who reports for duty in an altered or impaired condition which is the result of the use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
7. Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

¹ As set forth in detail in paragraph B.8. below medical or recreational marijuana (also referred to as cannabis) use as authorized by state law is not exempted from the County's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use for medical purposes.

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8. The County has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical or recreational marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule I controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule I controlled substances or illegal drugs, including medical or recreational marijuana authorized by and in accordance with Ohio law and CBD oil (or like products) resulting in a positive drug test, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

C. The Drug/Alcohol Testing Policy.

1. In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
2. Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
3. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
4. Any employee who tests positive may request retesting of the original specimen at their own expense.
5. Employees who test positive for drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
6. Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.
7. Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
8. Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
9. Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors. Employees holding a CDL, and applicants for positions requiring a CDL, are subject to the reporting guidelines of the FMCSA Clearinghouse. The FMCSA Drug and Alcohol Clearinghouse guidelines are addressed below.

D. Discipline.

The County may discipline an employee for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.), the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

E. Refusal to Test.

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Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
3. Failure to execute or release forms required as part of the testing process.

F. Prescription/OTC Medications.

Employees must inform the County if they are taking any medication that may impair their ability to perform their job functions. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

G. Drivers with CDLs and the FMSCA Drug and Alcohol Clearinghouse

The County is committed to complying with the Federal Motor Carrier Safety Administration's (FMCSA) Drug and Alcohol Clearinghouse. The County will report failed and refused drug and alcohol tests by CDL drivers.

Additionally, the County will conduct the required queries of the FMSCA Clearinghouse annually and during the pre-employment process in order to ensure driver eligibility to perform safety-sensitive functions, including driving a commercial vehicle. In order for the County to conduct the necessary queries, employees and applicants are required to complete the required written consent.

Consistent with the FMCSA Clearinghouse requirements, the County shall conduct a full query of the Clearinghouse of each pre-employment driver during the background investigation process.

The County will conduct limited queries, at least annually, for all employees required to possess and maintain a CDL.

The County will report all drug and alcohol program violations to the FMSCA Clearinghouse, including negative return-to-duty test results, as well as the date of the successful completion of a follow-up testing plan for any driver with unresolved drug and alcohol program violations.

The County will report the following to the FMSCA Clearinghouse:

- Alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- A negative return to duty test result;
- A refusal to submit to a drug or an alcohol test;
- A refusal to test determination made in accordance with 49 CFR 40.191;
- A report that the driver has successfully completed all follow-up tests;
- Verified positive, adulterated, or substituted drug test result;
- Pre-duty or on-duty alcohol use;
- Drug use as defined in the regulations;
- The County's report of completion of follow-up testing;
- Other results required by law.

The County will not report drug and alcohol testing results outside of DOT required tests.

In the event a driver refuses consent during the pre-employment screening process, the County shall not hire the driver. In the event a current employee refuses to give consent, the employee may be disciplined, up to and including termination. Further, a current employee refusing consent may be found to be incapable of performing their essential job duties as

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they will not be permitted to drive. A driver cannot drive until the query is conducted. If a query of a current employee returns notice that a drug or alcohol violation exists, a full query will be conducted upon the receipt of specific consent by the employee.

CDL drivers may petition to correct FMCSA Clearinghouse records.

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

**12
RESOLUTION NO. 23-1043**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriations		
21581310-5365	PUCO Hazardous Materials Grant/Grant Related Services	12,500.00

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

**13
RESOLUTION NO. 23-1044**

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR ROSEWOOD VILLAGE APARTMENTS:

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

WHEREAS, on November 20, 2023, a Ditch Maintenance Petition for Rosewood Village Apartments (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Rosewood Village Apartments, 43.982 acres in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$121,224.04 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 43.982 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$2,756.22 per acre. An annual maintenance fee equal to 2% of this basis (\$55.12) will be collected for each developed acre. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,424.29 has been paid to Delaware County.

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

**14
RESOLUTION NO. 23-1045**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC (DBA EMH&T, INC.) FOR THE PROJECT

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KNOWN AS DEL-CR51-0.33 & 2.09 COUNTY LINE ROAD AT FANCHER AND CENTER VILLAGE INTERSECTION IMPROVEMENTS:

It was moved by Mr. Merrell, 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 consulting firms interested in providing services for the project known as County Line Road at Fancher and Center Village Intersection Improvements; and

WHEREAS, the County Engineer has selected the consulting firm of Evans, Mechwart, Hambleton & Tilton, Inc. (DBA EMH&T, 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:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR 51-0.33 & 2.09
County Line Road at Fancher and Center Village Intersection Improvements**

This Agreement is made and entered into this 4th day of December, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Evans, Mechwart, Hambleton & Tilton, Inc. (dba EMH&T, Inc.), 5500 New Albany Road, Columbus, OH 43054 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 51-0.33 & 2.09, County Line Road at Fancher and Center Village Intersection Improvements, including preparation of final construction and right of way plans for single-lane modern roundabouts (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering through Phase PE stage 1 plans, Environmental and Final engineering through Phase FE Final Tracings will be included in contract.
- 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 are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal November 2, 2023.

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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$562,739.00, which amount shall not be exceeded without subsequent modification.

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- 4.3 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 tasks as set forth in the Scope of 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.

Project Manager:

Name: Delaware County Engineer
Attn: Ryan J. Mraz (Chief Deputy Design Engineer)

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Mark Rahall, P.E.

Address of Firm: 5500 New Albany Road

City, State, Zip: Columbus, OH 43054

Telephone: (614) 775-4612

Email: MRahall@emht.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 on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. If the County Engineer objects to any invoice submitted by Consultant, the County Engineer shall so advise Consultant in writing giving reasons therefor within seven (7) days of receipt of such invoice. If any invoice submitted by Consultant is disputed by the County Engineer, only that portion so disputed may be withheld from payment.
- 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 OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 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. Should the County suspend this Agreement in excess of one-hundred and twenty (120) calendar days, Consultant may terminate the Agreement.

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Any such suspension does not preclude Consultant's ability to request an equitable adjustment in time for completion of Consultant's Services and the rates and amounts of Consultant's compensation.

- 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 be effective unless and until the modification is approved in a writing 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.
- 10.4 If Consultant for any reason, does not complete the Services contemplated in this Agreement, then Consultant shall not be responsible for the accuracy, completeness, or workability of the deliverables prepared by Consultant if used, changed or completed by the County or by another party.

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.
- 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.
- 12.2 To the fullest extent permitted by law, neither party shall be liable to the other party for any special, punitive, consequential or indirect damages resulting in any way from the performance of the Services or otherwise arising from this Agreement.

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

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(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.
- 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

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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 <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.

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 Services 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.

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

**15
RESOLUTION NO. 23-1046**

IN THE MATTER OF APPROVING THE ORDER FORM FOR THE SERVICES AGREEMENT BETWEEN NEOGOV AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ALLOW FOR AN INCREASE IN THE NUMBER OF SUBSCRIPTION USERS:

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

WHEREAS, the Deputy County Administrator and the Human Resources Manager recommend approving the order form for the services agreement between Neogov and the Delaware County Board of Commissioners to allow for an increase in the number of subscription services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following order form for the services agreement between Neogov and the Delaware County Board of Commissioners to allow for an increase in the Number of Subscription Services:

AGREEMENT

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NEOGOV ORDER FORM			
NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 2120 Park Pl, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Delaware County, OH	
Quote Creation Date:	10/25/2023	Contact Name:	Matthew Brown
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE: 700-799 (increased FTEs)	
Subscription Start Date: 1/1/2024			
Subscription Term (months): 12			

Fee Summary		
Service Description	Term	Term Fees
Perform Subscription (PE): <i>ARR Uptick</i>	1/1/2024 – 12/31/2024	\$12,134.30
Learn Subscription (LE): <i>ARR Uptick</i>	1/1/2024 – 12/31/2024	\$13,202.00
Professional Services – Implementation and Training	--	\$3,000.00
Total:		\$28,336.30

A. Terms and Conditions

1. Agreement. This Order Form is governed by the terms and conditions in the Agreement as defined in the Neogov Order Form Q-02404 signed by the parties and dated August 6, 2021. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any)

- Initial Term: January 1st, 2024 – December 31st, 2024
- ARR Uptick: Adding Users to Learn (+400 Users) & Perform (+330 Users)
- Total FTE 700-799

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

**16
ADMINISTRATOR REPORTS**

CA Davies – No Comments
DCA Hochstettler – No Comments

**17
COMMISSIONERS' COMMITTEES REPORTS**

Mr. Merrell – Attended the Township Meeting on Thursday, November 30th. He read the letter of appreciation received from Will Somers concerning the Veteran’s Day Parade.

Mrs. Lewis – Attended the Township Meeting on Thursday, November 30th. She was pleased with the outcome and was appreciative of seeing the Township Trustees attend.

Mr. Benton – Attended the Economic Development 411 Meeting on Friday, December 1st. He recognized CA Davies for doing a great job moderating the meeting. He gave reminder that the Strategic Planning Meeting will be held later today. The CCAO conference will be held on Thursday, December 7th. Gave condolences to the family of Commissioner Lee from Union County.

**18
DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT**

10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE LIBERTY LAKES SECTIONS 1 & 2 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY LIBERTY LAKES HOA AND OTHERS:

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The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:14 A.M.

18 continued
RESOLUTION NO. 23-1047

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE LIBERTY LAKES SECTIONS 1 & 2 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT, PETITIONED BY LIBERTY LAKES HOA AND OTHERS:

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

WHEREAS, on May 19, 2023, a petition for the Liberty Lakes Sections 1 & 2 Subdivision Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 11, 2023, the Board conducted a view of the proposed improvement; and

WHEREAS, on December 4, 2023, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer's preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Liberty Lakes Sections 1 & 2 Subdivision Watershed Drainage Improvement. The Board hereby sets December 4, 2026, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE LIBERTY LAKES SECTIONS 1 & 2 SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311497.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

19
RESOLUTION NO. 23-1048

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, PROMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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;

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, Promotion, or

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Compensation of a Public Employee or a Public Official.

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

20

RESOLUTION NO. 23-1049

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 Mr. Merrell Aye Mrs. Lewis Aye

RECESS 10:31 A.M. /RECONVENE 3:00 P.M.

RESOLUTION NO. 23-1050

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

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.

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

RESOLUTION NO. 23-1051

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners