

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

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

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

**1
RESOLUTION NO. 24-262**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 1, 2024, AND SPECIAL MEETING HELD APRIL 3, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 1, 2024, and in special session on April 3, 2024; 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 each 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 meetings.

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-263**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0403, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0403:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0403, memo transfers in batch numbers MTAPR 0403 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

PR Number	Vendor Name	Line Description	Account	Amount
R2402542	GROOMS,BRADLEY	LAWN MOWING	10011105 - 5325	\$39,500.00
R2402644	MONTROSE GROUP LLC,THE	CONSULTING SERVICES	21011113 - 5301	\$48,000.00
R2402660	SECURETECH SYSTEMS INC	WAVE PLUS SYSTEM - BYXBE CAMPUS	42011440 - 5450	\$10,987.00
R2402678	DOOR GUYS INC,THE	STORM TORNADO DAMAGE	60111901 - 5370	\$5,200.00
R2402699	POWERDMS INC	POWER ENGAGE 9-1-1 SUBSCRIPTION	21411306 - 5320	\$7,714.00
R2402706	EPS	CARD READERS - HAYES BUILDING	40111402 - 5201	\$12,446.00
R2402711	AIR FORCE ONE INC	MAINTENANCE AGREEMENT WILLIS	10011105 - 5325	\$5,148.00
R2402712	DALMATIAN FIRE INC	SPRINKLER ANNUAL SERVICE AGREEMENT	10011105 - 5325	\$14,480.00
R2402727	KOMLINE SANDERSON ENGINEERING CORP	BELT PRESS PARTS	66211900 - 5228	\$10,000.00
R2402779	INTOXIMETERS INC	INTOXIMETER - SHERIFF	42311453 - 5450	\$12,247.00
R2402783	FISCAL OFFICER,ORANGE TOWNSHIP	CREEKSIDE TIF 1ST HALF 2024 DISTRIBUTION	44511441 - 5715	\$19,863.00
R2402784	HIGH DEV II LLC	CREEKSIDE TIF 1ST HALF 2024 DISTRIBUTION	44511441 - 5715	\$120,743.60
R2402795	COUNTY RISK	2024-25 CORSA PROGRAM	60111901 - 5370	\$492,805.00

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

	SHARING AUTHORITY	COSTS		
R2402813	DOOR GUYS INC,THE	GARAGE DOORS - EMS 1	40111402 - 5328	\$7,775.00
R2402815	UNITED SURVEY INC	RESOLUTION 24-216	66611900 - 5403	\$59,500.00

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

**4
RESOLUTION NO. 24-264**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners’ Office is requesting that Laura Hatcher attend PRIMA Conference in Nashville, TN, on June 6 – June 9, 2024; at the cost of \$2,615.00.

The Delaware County Commissioners’ Office is requesting that Nate Givens from the Regional Sewer District attend the Design-Build for Water / Wastewater Conference 2024 in Cincinnati, OH, on April 15-17, 2024; at the cost of \$1,450.00.

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

**5
JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES
RETIREMENT TRIBUTE TO FRANK MEREDITH
ALMOST 24 YEARS OF SERVICE WITH DCEMS**

**6
RESOLUTION NO. 24-265**

IN THE MATTER OF AUTHORIZING REGISTRATION FOR AND SUBMISSION OF AN APPLICATION TO THE ONEOHIO RECOVERY FOUNDATION FOR A 2024 REGIONAL GRANT:

It was moved by Mrs. Lewis, seconded by Mr. Benton, that the following Resolution be adopted:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) is the legislative body for Delaware County, Ohio that has, on behalf of Delaware County, adopted and approved The OneOhio Memorandum of Understanding (the “MOU”), which establishes a mechanism to disburse settlement proceeds from opioid litigation (“Opioid Funds”) into Ohio’s communities to help abate the opioid crisis, including allocation of Opioid Funds to Regions through a statewide Foundation Board; and

WHEREAS, Delaware County is in Region 18 under the MOU, along with Fairfield, Knox, Licking, Marion, Morrow and Union counties; and

WHEREAS, pursuant to the MOU, the Board has received Opioid Funds to be utilized in furtherance of abatement strategies consistent with the MOU, and the OneOhio Recovery Foundation has issued a Request for Proposals for 2024 Regional Grants from Opioid Funds the OneOhio Recovery Foundation has received; and

WHEREAS, the County Administrator has formed a Delaware County Abatement Strategies Working Group, consisting of representatives from Delaware County Common Pleas Court, the Delaware County Sheriff’s Office, the Delaware County Prosecuting Attorney’s Office, the Delaware County Public Defender’s Office, Delaware County Public Health, Delaware-Morrow Mental Health and Recovery Services Board, the Delaware County Department of Job & Family Services, and Delaware County Emergency Medical Services; and

WHEREAS, the Director of Delaware County Emergency Medical Services, after discussions with the Delaware County Abatement Strategies Working Group, recommends that the Board register for and submit an application to the OneOhio Recovery Foundation for a 2024 Regional Grant in support of a Delaware County Community Resources Unit;

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

Section 1. The Board hereby authorizes registration for and submission of an application for the OneOhio Recovery Foundation 2024 Regional Grant in support of a Delaware County Community Resources Unit, having found and determined that the Community Resources Unit would promote the health and safety of Delaware County residents and meet the Ohio Abatement Strategies.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to register for and cause submission of the application, to take all other necessary actions, including approval and execution of agreements, to secure award of the grant, and to accept the grant on behalf of

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

the Board. The Director of EMS shall be the grant contact for purposes of the grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Section 4. It is found and determined that all formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be effective immediately upon adoption.

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

**7
RESOLUTION NO. 24-266**

IN THE MATTER OF AUTHORIZING THE DISTRIBUTION OF SOLAR ECLIPSE VIEWING GLASSES TO MEMBERS OF THE GENERAL PUBLIC:

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

WHEREAS, Delaware County acquired solar eclipse viewing glasses for distribution to Delaware County employees in order to promote safe viewing practices for the upcoming total solar eclipse on April 8, 2024; and

WHEREAS, after distribution of the solar eclipse viewing glasses, approximately 950 pairs remain, which are not needed for use by, and have no other value for, Delaware County; and

WHEREAS, Delaware County Emergency Medical Services has proposed distributing the remaining glasses to members of the general public at the First Friday event on April 5, 2024, in order to further promote public health, safety, and welfare by encouraging safe viewing practices for the upcoming total solar eclipse on April 8, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes Delaware County Emergency Medical Services to distribute the remaining solar eclipse viewing glasses to members of the general public at the First Friday event on April 5, 2024.

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

**8
RESOLUTION NO. 24-267**

IN THE MATTER OF RECOGNIZING AND CELEBRATING THE DELAWARE HAYES HIGH SCHOOL BOYS BASKETBALL TEAM FOR THEIR EXTRAORDINARY SEASON:

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

WHEREAS, the Delaware County Commissioners have the responsibility to recognize occasions of outstanding significance and the exemplary achievements of its residents; and

WHEREAS, the Delaware Hayes High School boys basketball team brought honor and distinction to the community with their exceptional performance and sportsmanship throughout the 2023-2024 season and during the Ohio High School Athletic Association state-championship tournament; and

WHEREAS, following an exciting season-long journey that concluded with a remarkable 21-game winning streak, the Pacers secured a spot in the state tournament for the first time in program history and went on to compete in the Division I Final Four; and

WHEREAS, the team's dedication, skill and perseverance also allowed them to secure the program's first district title since 1986 and its first regional championship; and

WHEREAS, as a result of this state tournament berth, the Delaware County community united in rallying behind the team with the same fervor and energy exhibited by these student-athletes all season on the court;

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby recognize and celebrate the Delaware Hayes H.S. boys basketball team for their extraordinary season and for exemplifying the best of our community's spirit and values at the state tournament.

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

9

RESOLUTION NO. 24-268**IN THE MATTER OF ACCEPTING A DONATION FROM THE COLUMBUS FOUNDATION IN SUPPORT OF THE DELAWARE COUNTY DOG SHELTER:**

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Delaware County Board of Commissioners may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, The Columbus Foundation has made a grant of \$8,000 from the John E. Peyton Family Foundation for use by the Delaware County Dog Shelter for the medical care of dogs at the shelter;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation from The Columbus Foundation, approves the grant conditions therefor, and thanks The Columbus Foundation for its generosity and commitment to the care and support of dogs within the Delaware County Dog Shelter.

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

10

RESOLUTION NO. 24-269**IN THE MATTER OF SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA 250-OH):**

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

WHEREAS, the Ohio General Assembly and Governor created AMERICA 250-OH, pursuant to Ohio Revised Code Section 149.309, to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the founding of the United States and the impact of Ohioans on the nation's past, present and future; and

WHEREAS, AMERICA 250-OH strives to engage all Ohioans and all 88 counties through a variety of programs, projects and events through 2026 by inspiring future leaders and celebrating Ohio's contributions to the nation over the past 250+ years; and

WHEREAS, Delaware County has much to contribute to the nation's 250th anniversary, including recognition of Revolutionary War soldiers buried in our county; creating displays and programs to educate the community on our indigenous population who lived in our county 250 years ago; creating videos which will highlight both early and recent immigrants; and providing educational material including lesson plans to local teachers for use in classrooms;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio (the "Board"), in partnership with the Delaware County Historical Society, hereby establishes a local AMERICA 250-OH Delaware County Committee made up of a diverse group of citizens to work with AMERICA 250-OH on any and all activities within Delaware County. The participants of the Delaware County Committee will be strictly voluntary roles, and there will be no compensation for participation;

BE IT FURTHER RESOLVED that the Board authorizes Chris Shaw, Records Center Coordinator, and Jane Hawes, Director of Communications, to serve as county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County;

BE IT FURTHER RESOLVED that the Board will, upon written request from the AMERICA 250-OH Delaware County Committee, consider allocating funds to the AMERICA 250-OH Delaware County Committee to supplement its work;

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to certify a copy of this Resolution to the Delaware County state legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

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

11

RESOLUTION NO. 24-270**IN THE MATTER OF APPROVING A TEMPORARY CONSTRUCTION EASEMENT FOR SANITARY SEWER PURPOSES TO THE COMMUNITY IMPROVEMENT CORPORATION OF DELAWARE, OHIO:**

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

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

WHEREAS, pursuant to sections 307.09 and 307.10 of the Revised Code, a board of county commissioners may grant easements to community improvement corporations; and

WHEREAS, the Delaware County Sanitary Engineer recommends granting an easement for sanitary sewer purposes to the Community Improvement Corporation of Delaware, Ohio, for it to assign in furtherance of the public purpose of encouraging connection to centralized sanitary sewer;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute, the following deed of easement:

DEED OF TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, whose address is 91 North Sandusky Street, Delaware, Ohio, Grantor, for good and valuable consideration to it by the Community Improvement Corporation of Delaware, Ohio, Grantee, the receipt whereof is hereby acknowledged, does grant to Grantee and Grantee's successors and assigns a temporary construction easement in, on, over, under, across, and through the real property described on the attached Exhibit A to excavate, construct, and install public and or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances.

Grantee shall, as soon as is practical after construction, installation, repair, replacement or maintenance in the easement area, promptly restore the property to its prior existing condition, which shall include returning the subject area to its former grade and restoring the surface to its former condition, and shall use its best efforts to protect trees and minimize any damage to the Grantor's property and/or surrounding areas. Grantee shall, at its sole expense, restore any driveways or pedestrian pathways to a condition substantially equal to the condition existing prior to Grantee's entry onto or use of the easement area or property adjacent thereto.

This easement shall expire at such time as the public improvements are accepted for maintenance and public use by Grantor.

And the said Grantor for itself and its successors and assigns, hereby affirms that it is the true and lawful owner of said premises as recorded in Volume 842, Page 713 and is lawfully seized of the same in fee simple, and has good right and full power to grant the easement in the manner aforesaid, subject to all liens, encumbrances, mortgages, other easements, and other matters of record.

Exhibit A

Easement Area

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024

Situated in the State of Ohio, County of Delaware, Township of Liberty, being a part of Lot 166 of the Clay C. Darnell Subdivision recorded in Plat Book 5, page 79 in the records of Delaware County Recorder's Office, conveyed to **Gary E. Kinniard and Penny S. Kinniard, husband and wife**, as recorded in Book 411, page 231 in the records of Delaware County Recorder's Office, being a parcel of land lying on the south side of the existing centerline of Right of Way of County Road 124 (Home Road) and bounded and described as follows:

Beginning for reference at an iron pin found at the northwest corner of said Lot 166 of the Clay C. Darnell Subdivision and northeast corner of Lot 165 of the Clay C. Darnell Subdivision, a 1.000 acre parcel conveyed to Joseph Indiciani in Deed Vol. 532, page 40-41 on County Road 124;

Thence **South 03 degrees 22 minutes 30 seconds West** along the west line of said Lot 166 a distance of **69.13 feet** to the TRUE POINT OF BEGINNING of the parcel herein conveyed and an iron pin set;

- 1) thence **South 88 degrees 11 minutes 41 seconds East** a distance of **158.97 feet** to an iron pin set on the west line of Lot 167 of the Clay C. Darnell Subdivision, a 1.000 acre parcel conveyed to Jennifer L. Davis in Official Record 757, page 664;
- 2) thence **South 03 degrees 39 minutes 21 seconds West** a distance of **178.68 feet** along the west line of said Lot 167 to an iron pin set on the north line of a 46.550 acre parcel conveyed to the Board of Trustees, Liberty Township, Delaware County, Ohio in Deed Record Book 496, page 199-200;
- 3) thence **North 86 degrees 38 minutes 27 seconds West** a distance of **158.04 feet** along the north line of said 46.550 acre Board of Trustees, Liberty Township, Delaware County, Ohio parcel to an iron pin set on the east line of said Lot 165;
- 4) thence **North 03 degrees 22 minutes 30 seconds East** along the east line of said Lot 165 a distance of **174.37 feet** to the point of beginning and enclosing an area of 0.642 acres, more or less.

Of the above-described tract, 0.642 acres is located in Auditor's Parcel Number 319-132-01-007-000, which includes 0.000 acres in the present road occupied.

Monuments referred to as iron pins set are $\frac{3}{4}$ inch diameter x 30 inch long iron bars with a 1- $\frac{1}{2}$ inch diameter aluminum cap marked "LS #7819".

Bearings used in this description are based on the Ohio Lambert Projection North Zone Plane Coordinate System as established by the National Geodetic Survey, North American Datum of 1983 (1995 adjustment) from GPS observations made by American Consulting, Inc.

Grantor, for itself and its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area.

The description was prepared and reviewed on February 15, 2008 by Charles P. Unterreiner, P.S. 7819 from a survey made by American Consulting, Inc. in 2003.

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

12
RESOLUTION NO. 24-271

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR REDWOOD POWELL HOME ROAD PHASE 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Sewer Subdivider's Agreement for Redwood Powel Home Road Phase 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

Sewer Subdivider's Agreement for Redwood Powell Home Road Phase 1:

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on April 4, 2024, by and between Redwood Powell Home Road OH P1 LLC, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") specifically identified as public improvements and shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Public Sanitary Sewer Extension for Redwood Powell Home Road – Phase 1, dated January 22, 2024, and approved by the County on February 14, 2024, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse Subdivider a portion of the construction cost via tap credits as consideration for Subdivider's completion of the following work:

- Installing 3,427 linear feet of 16" sanitary force main and accessories = \$882,450.10

Except as otherwise set forth herein, the maximum total reimbursement amount (to be conveyed to Subdivider as tap credits) is \$882,450.10, which may only be used by the Subdivider (or an affiliate) within the Redwood Powell Home Road development; notwithstanding the foregoing, (i) the overall Redwood Powell Home Road development may be developed in multiple phases by Subdivider and one or more affiliates, and the tap credits may be applied to multiple phases of development, at Subdivider's discretion, and (ii) in the event Subdivider does not, for whatever reason, develop additional phases within the Redwood Powell Home Road development, the tap credits may be assigned to another project within Delaware County, provided that Subdivider (or an affiliate) is the owner of that project. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge.

SECTION II: CAPACITY

There are 123.75 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one (1) year from the date of this Agreement, unless the County Commissioners grant an extension in writing.

SECTION III: FINANCIAL WARRANTY

The Subdivider (or its contractor) shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$250,000.00**) ("Construction Surety") which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall, following completion of construction, and as a condition to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost. At the time the Improvements are accepted, the Construction Surety shall be released.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the Construction Surety for the purpose of proper completion of the Improvements for Public Sanitary Sewer Extension for Redwood Powell Home Road – Phase 1.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of Public Sanitary Sewer Extension for Redwood Powell Home Road – Phase 1 (\$15,734.95). The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of Public Sanitary Sewer Extension for Redwood Powell Home Road – Phase 1 (\$38,213.45). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Public Sanitary Sewer Extension for Redwood Powell Home Road – Phase 1 as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by the negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County pursuant to the terms of this Agreement. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer, but shall include the right for Subdivider to request, and the Delaware County Sanitary Engineer to approve, utility crossings, despite the otherwise exclusive nature of the easement.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider; notwithstanding the foregoing, the County has agreed, at its cost, to obtain sanitary sewer easements over those certain properties located adjacent to the Subdivider's property and owned by The City of Powell and the Board of Education of the Olentangy Local School District. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer, but shall include the right for Subdivider to request, and the Delaware County Sanitary Engineer to approve, utility crossings, despite the otherwise exclusive nature of the easement. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, accept the Improvements described herein, release the Construction Surety and accept and assume operations and maintenance of the Improvements, subject to the Subdivider's maintenance obligations and warranties pursuant to the terms of this Agreement.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements (except those certain Easements that the Delaware County Sanitary Engineer has agreed to obtain).

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon expiration of the five (5) year period. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**13
RESOLUTION 24-271**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRIME CONSTRUCTION MANAGEMENT & SURVEY FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Prime Construction Management & Survey for on-call construction inspection services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Prime Construction Management & Survey:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 4th day of April, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Prime Construction Management & Survey, 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide on-call construction inspection services (the "Services").
- 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 more fully defined in, and shall be rendered by the Consultant in accordance with the Consultant's Proposal, dated February 23, 2024 (the "Proposal"), which is attached hereto and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer or her designee 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 Proposal.

4.2 Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) without subsequent modification.

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 Services.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Nathan Givens
Address: 1610 State Route 521, Delaware, Ohio 43015
Telephone: (740) 833-2240
Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Reggie Hood, P.E.
Address of Firm: 8415 Pulsar Place
City, State, Zip: Columbus, Ohio 43240
Telephone: (614) 839-0250
Email: rhood@primeeng.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal.

6.2 Invoices shall be submitted to the Sanitary 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 written order from the Sanitary Engineer and shall complete the Services no later than December 31, 2025.

7.2 Consultant shall not proceed with any “If Authorized” tasks without written order from the Sanitary Engineer.

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 Sanitary 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.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

- 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/ADDITIONS IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the scope of the 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 only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants 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.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. 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.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

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 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.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

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 Mr. Benton Mrs. Lewis

**14
TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE**

**15
MARIA SCHAPER, ASSOCIATE TRANSPORTATION DIRECTOR
MID-OHIO REGIONAL PLANNING COMMISSION
2024-2050 METROPOLITAN TRANSPORTATION PLAN (MTP)**

**Other Business
RESOLUTION NO. 24-273**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation		
42011440-5410	North Campus Renovations/Building and Improvements	300,000.00

This supplemental appropriation increase is attributed to the professional consulting services agreement for the social services building on the Byxbe Campus.

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

**16
ADMINISTRATOR REPORTS**

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

**17
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton – Will be attending a MORPC Meeting on 04/04/24 and a CEBCO Meeting on 04/05/24. He attended the OWU Library focus group and Powell “State of the City” Presentation.

Commissioner Lewis – Attended the Regional Opioid Meeting on 04/03/24

Commissioner Merrell – Also attended the OWU Library focus group and Powell “State of the City” presentation. He will be attending a CORSA board meeting next week.

**18
RESOLUTION NO. 24-274**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, COLLECTIVE BARGAINING AND FOR PENDING OR IMMINENT LITIGATION:

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2024**

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

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

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

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 Employment of a Public Employee or a Public Official, Collective Bargaining and Pending or Imminent Litigation.

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

RESOLUTION NO. 24-275

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners