

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Berlin;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 6.4 acres, more or less, from Berlin Township to the City of Sunbury.

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

**5
RESOLUTION NO. 24-524**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Assistant Chief Jeremy Miller attend the Pinnacle-Inspiring EMS Leadership on August 11-16, 2024 in Marco Island, FL; at the cost of \$3,990.00.

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

**6
RESOLUTION NO. 24-525**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the "DCBDD") is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") shall appoint individuals to the DCBDD, pursuant to section 5126.021, *et seq.*, of the Revised Code; and

WHEREAS, a seat on the DCBDD occupied by David Moser, the term for which expires December 31, 2024, was vacated on June 23, 2024; and

WHEREAS, the Board caused a notice of the vacancy to be published on at least two separate dates in one or more newspapers serving Delaware County, as required in section 5126.027 of the Revised Code; and

WHEREAS, Erica Fouss has expressed interest in appointment to the DCBDD, has submitted the required declaration of eligibility, and is not otherwise term-limited or disqualified from appointment; and

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to appoint a member to the DCBDD;

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

- Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.
- Section 2. The Board hereby appoints Erica Fouss as a member of the DCBDD for the unexpired term ending December 31, 2024, in accordance with section 5126.027 of the Revised Code.
- Section 3. The appointment shall be effective immediately upon adoption of this resolution.
- Section 4. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and a copy of the declaration of eligibility to the Superintendent of the DCBDD.

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

7

RESOLUTION NO. 24-526**IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS FOR STRATEGIC BROADBAND NETWORK ENGINEERING AND DEPLOYMENT:**

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

WHEREAS, on July 6, 2023, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 23-587, approving a consulting services agreement with Lit Fiber for the provision of a broadband community assessment for Delaware County; and

WHEREAS, the broadband community assessment has been completed, and the consultant provided a Delaware County Broadband Plan in January 2024; and

WHEREAS, the Delaware County Broadband Plan recommends issuing a request for proposals to establish partnerships with private broadband providers who can leverage their expertise, infrastructure, and investments to extend services to unserved and underserved areas identified through the assessment; and

WHEREAS, the Deputy County Administrator/General Counsel recommends approving a request for proposals for strategic broadband network engineering and deployment in accordance with the Delaware County Broadband Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for proposals for strategic broadband network engineering and deployment in accordance with the Delaware County Broadband Plan and authorizes issuance of the request, including the following public notice:

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Board of Commissioners is issuing a request for proposals ("RFP") for strategic broadband network engineering and deployment to improve broadband access for education, job creation, healthcare, and other users in Delaware County, in accordance with the Delaware County Broadband Plan, completed in January 2024. Proposals will be received at the Board's Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on August 9, 2024**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, and only names of respondents will be read aloud. Respondents must submit four (4) printed paper copies of their Proposal and one (1) Portable Document Format (PDF) version of all proposal materials saved on a USB flash drive. Proposals will not be accepted after the hour and date stated above.

The complete RFP and Delaware County Broadband Plan are posted on the internet and may be viewed on the County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or may be obtained from the Board's Office during normal business hours.

Any proposals are to be prepared at the respondent's expense. The Board reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the respondent and Delaware County. Delaware County shall have no liability whatsoever to any respondent whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board, and if an award is made, it shall be to one or more respondents whose proposal is determined to be the most advantageous to Delaware County, Ohio.

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

8

RESOLUTION NO. 24-527**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INNOVATIVE HARDWARE, INC., (DBA EPS) FOR THE INSTALLATION OF CELLULAR REPEATER SYSTEMS FOR THE COUNTY'S BYXBE CAMPUS:**

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

WHEREAS, the Director of Facilities recommends approving the services agreement with Innovative Hardware, Inc. (DBA EPS) for the installation of cellular repeater systems within the County's Byxbe Campus;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the services agreement with Innovative Hardware, Inc. (DBA EPS) for installation of cellular repeaters at the

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

County's Byxbe Campus, as follows:

SERVICES AGREEMENT

This Agreement is made and entered into on July 1, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Innovative Hardware, Inc., dba EPS, 8845 Basil Western Road, Canal Winchester, Ohio 43110 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide equipment for and installation of cellular repeater systems within the County's Byxbe Building, 1610 SR 521, Delaware, Ohio (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Proposal EPSQ14446-01, dated June 6, 2024 (the "Proposal"), which is attached hereto and, by this reference, incorporated herein. This Agreement shall also be subject to Contract #230202 of The Interlocal Purchasing System ("TIPS"), which is incorporated by this reference.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 For all Services, the lump sum fee shall be \$136,589.30.85.
- 4.3 Total compensation under this Agreement shall not exceed \$136,589.85 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

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

6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

7 SUSPENSION OR TERMINATION OF AGREEMENT

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

8 INDEMNIFICATION

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

9 INSURANCE

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

10 MISCELLANEOUS TERMS AND CONDITIONS

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

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

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

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

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

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

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

- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor certifies that it complies with all applicable Federal and State laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 10.12 Competitive Bidding: By the County authorizing the purchase of goods and services herein through TIPS, this Agreement is exempt from competitive bidding requirements, pursuant to section 9.48 of the Revised Code.

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

**9
RESOLUTION NO. 24-528**

IN THE MATTER OF APPROVING THE FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD FOR THE PURCHASE OF TRANSPORTATION SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following fourth amendment with the Delaware County Transit Board for the purchase of transportation services;

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

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

WHEREAS, on June 12, 2020, a Drainage Improvement Petition for the Griffith #391 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on August 12, 2021, the Board adopted Resolution No. 21-737, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Griffith #391 Watershed Drainage Improvement Petition Project; and

WHEREAS, the Board scheduled a final hearing on the Griffith #391 Watershed Drainage Improvement Project for July 1, 2024; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on June 13, 2024, greater than five days before the start of the July 1, 2024 public hearing, Thomas P. Adams and Tamara J. Adams submitted a written objection and exception to the assessment for the Griffith #391 Watershed Drainage Improvement Project; and

WHEREAS, the Board finds the exception to the assessment meets the facial requirements of R.C. 6131.17;

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

Section 1. The Board hereby acknowledges the timely receipt of the written objection filed by Thomas P. Adams and Tamara J. Adams, which shall be accepted as the owners’ comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby acknowledges the timely receipt of, and accepts for consideration, the exception to the assessment filed by Thomas P. Adams and Tamara J. Adams, to the extent it is submitted as an exception to the county engineer’s schedules of assessments, pursuant to section 6131.17 of the Revised Code.

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

RESOLUTION NO. 24-530

IN THE MATTER OF COMMISSIONERS DENYING THE EXCEPTION TO THE ASSESSMENT FILED BY THOMAS P. ADAMS AND TAMARA J. ADAMS FOR THE GRIFFITH #391 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on June 12, 2020, a Drainage Improvement Petition for the Griffith #391 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on August 12, 2021, the Board adopted Resolution No. 21-737, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Griffith #391 Watershed Drainage Improvement Petition Project; and

WHEREAS, the Board scheduled a final hearing on the Griffith #391 Watershed Drainage Improvement Project for July 1, 2024; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on June 13, 2024, greater than five days before the start of the July 1, 2024 public hearing, Thomas P. Adams and Tamara J. Adams submitted an exception to the assessment for the Griffith #391 Watershed Drainage Improvement Project; and

WHEREAS, on July 1, 2024, at the final hearing, after hearing testimony from the property owners, the Board is prepared to issue its findings on the exception to the assessment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby denies the exception to the assessment filed by Thomas P. Adams and Tamara J. Adams.

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

RESOLUTION NO. 24-531

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE GRIFFITH #391 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on June 12, 2020, a Drainage Improvement Petition for the Griffith #391 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and WHEREAS, on August 12, 2021, the Board adopted Resolution No. 21-737, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Griffith #391 Watershed Drainage Improvement Project; and

WHEREAS, on July 1, 2024, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Griffith #391 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. 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 in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 24-532

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE GRIFFITH #391 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on July 1, 2024, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 24-531, affirmed its order for the Griffith #391 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Griffith #391 Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes October, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 1, 2024

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston – Met with Delaware County Transit and they are expanding their Flex Service starting today to include extended hours and Saturday rides.

Attorney Hochstettler – Nothing to report.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis – attended a CCAO phone conference to discuss Medicaid coverage for inmates at the jail.

Commissioner Merrell – attended the Columbus Board of Realtors meeting concerning the Housing Development Authority. He also attended Mission Court graduation program for a local veteran and applauds efforts of participants and group organizers. Gave reminder of July 4th celebrations.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners