

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2020**

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

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

1
RESOLUTION NO. 20-195

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 24, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 24, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 20-196

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0226 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0226:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0226, memo transfers in batch numbers MTAPR0226 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2002295	BUCKEYE POWER SALES CO INC	GENERATOR SERVICE CONTRACT	10011105 - 5325	\$13,055.00
R2002333	OHIO JOB AND FAMILY SERVICES	MEMBERSHIP DUES 01 2020-12 2020	22411605 - 5308	\$9,560.36
R2002333	OHIO JOB AND FAMILY SERVICES	TRAINING CONFERENCE FEES	22411605 - 5305	\$1,000.00
R2002412	PELTON ENVIRONMENTAL PRODUCTS	REPLACEMENT ANGLES FOR FILTER REHAB - OECC	66211900 - 5201	\$6,6334.72

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

4
RESOLUTION NO. 20-197

IN THE MATTER OF APPROVING AN INVESTMENT REPORTING AGREEMENT BETWEEN MEEDER PUBLIC FUNDS, INC., AND DELAWARE COUNTY, OHIO:

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

WHEREAS, the County Treasurer recommends approving an investment reporting agreement between Meeder Public Funds, Inc., and Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves an investment reporting agreement between Meeder Public Funds, Inc., and Delaware County, Ohio:

Meeder Investment Management

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**Investment Reporting Agreement
Meeder Public Funds**

This Investment Reporting Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder") and Delaware County, Ohio ("Client"). In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows.

1. **Engagement.** Client engages Meeder to provide the services to Client set forth on Schedule A. Meeder shall provide only the services contained on Schedule A and, absent a separate or superseding agreement, shall not provide investment advisory services to Client of any nature including, but not limited to, discretionary or non discretionary investment advisory services, trading or brokerage services, or custodial services.
2. **Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder a monthly fee ("Fee") of \$2,000. The Fee will be payable monthly, invoiced directly to Client, and shall reflect all services charged to Client for the period.
3. **Confidentiality.** All information furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as a client.
4. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.
5. **Client's Representations.** Client represents and acknowledges that Client has full power and authority to enter into this Agreement and that the person signing this Agreement on behalf of Client is authorized and empowered to do so.
6. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty(30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.
7. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.
8. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.
9. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.
10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.
11. **Severability.** If any provision of this Agreement is or should become Inconsistent with any law or rule of any governmental or regulatory body having Jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.
12. **Entire Agreement.** This Agreement contains the complete understanding between the parties and supersedes all previous agreements, whether oral or written between the parties.
13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, INC.

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CLIENT

SCHEDULE A

Scope of Services

Meeder shall perform the following reporting services authorized by Client below:

1. Provide monthly consolidated holdings reports for Client's assets.
2. Provide monthly reports as required by state statute.
3. Provide customized reporting in connection with periodic investment advisory committee meetings.
4. Assist with completion of annual reports, including GASB reporting requirements and the reporting requirements (both Treasurer of State and internal county reporting), prior to execution of the Agreement, for the period of September through December, 2019 as needed.

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

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RESOLUTION NO. 20-198

IN THE MATTER OF DESIGNATING THAT AN ADDITIONAL AMOUNT OF COLLECTIONS OF DELINQUENT TAXES AND ASSESSMENTS BE DEPOSITED IN THE TREASURER'S DELINQUENT TAX AND ASSESSMENT COLLECTION FUND IN ACCORDANCE WITH O.R.C. 321.261(B):

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

WHEREAS, a county land reutilization corporation organized under Chapter 1724 of the Revised Code is functioning as such on behalf of Delaware County; and

WHEREAS, pursuant to section 321.261(B) of the Revised Code, the Board of County Commissioners, upon the request of the County Treasurer, may designate that an additional amount, not exceeding five per cent of all collections of delinquent real property, personal property, and manufactured and mobile home taxes and assessments, shall be deposited in the Treasurer's delinquent tax and assessment collection fund and be available for appropriation by the Board for the use of the corporation; and

WHEREAS, the Delaware County Treasurer has requested that this Board designate an additional amount of collections of delinquent taxes and assessments be deposited in the Treasurer's delinquent tax and assessment collection fund and be available for appropriation by the Board for the use of the Delaware County Land Reutilization Corporation;

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

Section 1. The Board hereby designates that an additional one-half per cent (0.5%) of all collections of delinquent real property, personal property, and manufactured and mobile home taxes and assessments shall be deposited in the Treasurer's delinquent tax and assessment collection fund.

Section 2. The Board hereby designates that the additional amount deposited in accordance with Section 1 shall be available for appropriation by the Board for the use of the Delaware County Land Reutilization Corporation and, upon appropriation, shall be paid out of the Treasurer's delinquent tax and assessment collection fund to the Corporation upon a warrant of the County Auditor.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Treasurer and the County Auditor.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

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RESOLUTION NO. 20-199

IN THE MATTER OF APPROVING AMENDMENT NUMBER ONE TO AGREEMENT FOR 2019

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LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE COUNTY COMMISSIONERS:

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

**AMENDMENT TO AGREEMENT
FOR
2019 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS**

AMENDMENT I

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the OHIO DEPARTMENT OF AGRICULTURE ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and DELAWARE COUNTY COMMISSIONERS, 101 North Sandusky Street; Delaware, OH 43015 (hereinafter "Local Sponsor"), who hereby agree as follows:

Recitals

1. The original Cooperative Agreement was executed on May 3, 2019 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2019.
2. Subsequent to the original Cooperative Agreement, a new biennium occurred. Therefore, Amendment 1 is necessary. Amendment 1 outlines the distribution of funds to specific landowners and increases obligated funds.
3. Prior to Amendment 1, total funds obligated equaled \$338,922. An additional \$35,698 became available to this local sponsor resulting in a new total of \$374,620. The available funds shall be dispersed as outlined in "Exhibit B -Property/Funds."

Pursuant to Article III of the Agreement which is attached hereto and incorporated herein as "Exhibit A," the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The agricultural easement closing ("Closing") in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2021. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2021. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

"This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2021, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.

IV. ODA'S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

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"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$374,620.00 (Three Hundred Seventy-Four Thousand Six Hundred Twenty and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B -Property/Funds."

Exhibit A - Scope of Work

Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2021 unless otherwise agreed in writing by ODA."

Exhibit B -Property/Funds

Delete the template and insert the following item(s) attached:

1. Watkins -Farm ID #10689
2. Newhouse -Farm ID #10722

Entire Agreement

This Amendment 1 and the existing Agreement attached hereto and incorporated herein as "Exhibit A," constitute the entire Agreement between the Local Sponsor and ODA, and there are no other Agreements between them, either oral or written, which relate to the work to be performed under this Agreement.

EXHIBIT B PROPERTY/FUNDS

#	Farm ID	Landowner Name	County	Acres	ODA Contribution		
1	10689	Watkins	Delaware	117.300	\$234,600.00		
2	10722	Newhouse	Delaware	70.010	\$140,020.00		
Vote on Motion		Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell	Aye

7

RESOLUTION NO. 20-200

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE COUNTY DRAINAGE MAINTENANCE PROGRAM:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the county commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Drainage Maintenance Program, administered by the Delaware Soil and Water Conservation District Board of Supervisors, to expend county monies for the purchase of motor vehicles; and

WHEREAS, the motor vehicles are available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new motor vehicles to be used by the Delaware Soil and Water Conservation District employees for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; (2) new motor vehicles are necessary to provide safe and reliable transportation for the Delaware Soil and Water Conservation District employees; and (3) new motor vehicles will ensure optimal service to the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of the following motor vehicles: one (1) 2020 Ford F-450 Crew 4x4, Model #W4H vehicle, equipment and delivery at a cost of \$46,792.00; and one (1) 2020 Ford F-250 Model #W2B vehicle, equipment and delivery at a cost of \$31,495.00. The purchases of the motor vehicles shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in

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Contract # RS901720, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the Delaware Soil and Water Conservation District to initiate the necessary purchase order(s) to one or more approved Program vendors for the contract referenced in Section 2 and hereby approves the purchase order(s) from fund number 21911401-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware Soil and Water Conservation District and the County Auditor.

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

**8
RESOLUTION NO. 20-201**

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware Soil and Water Conservation District has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
SWCD 1707	2012 Ford F-250 Pickup Truck	1FTBF2B6XCEA41585

(hereinafter referred to as the “Property”);

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that if the Property is not sold by internet auction within a reasonable period of time, then the Board determines that it has no value and may be discarded or salvaged.

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

**9
RESOLUTION NO. 20-202**

IN THE MATTER OF APPROVING THE EXCHANGE OF MOTOR VEHICLES WITH THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT:

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

WHEREAS, Delaware County Board of Commissioners (the “Board”) currently owns certain personal property, specifically a 2017 Jeep Cherokee, Asset #SWCD1704, VIN 1C4PJMAS0HW668490 (the “Jeep”), which is for use in the Drainage Maintenance Program; and

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WHEREAS, the Delaware Soil and Water Conservation District (the "District") currently owns certain personal property, specifically a 2016 Ford F-250, VIN 1FTBF2B67GEC73 (the "Ford"), for the District's general use; and

WHEREAS, the Jeep has a current NADA estimated value of \$17,100, and the Ford has a current NADA estimated value of \$21,975; and

WHEREAS, the Jeep could be better utilized for the District's general use, and the Ford could be better utilized for use in the Drainage Maintenance Program; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, pursuant to section 940.10(A) of the Revised Code, the District may authorize the sale of District personal property without advertisement or public notification and competitive bidding to any political subdivision of the state;

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

Section 1. The Board hereby approves transferring the Jeep to the District and accepting the Ford from the District. Additionally, the Board authorizes payment to the District in the amount of \$4,875, which is the difference in the NADA estimated value between the Jeep and the Ford.

Section 2. The exchange authorized in Section 1 is made upon the condition that the property exchanged is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the County Auditor and the District.

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

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RESOLUTION NO. 20-203

**IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS, AND SETTING BID
OPENING DATE AND TIME FOR THE PROJECT KNOWN AS DELAWARE COUNTY
ITB #20-01- FACILITIES TURF MOWING SERVICES:**

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

WHEREAS, the Director of Facilities recommends approval of the estimate, bid specifications, and bid opening date and time for the project known as Delaware County ITB #20-01- Facilities Turf Mowing Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the estimate, bid specifications and bid opening date and time for the project known as Delaware County ITB #20-01- Facilities Turf Mowing Services:

**PUBLIC NOTICE
INVITATION TO BID**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 AM on Wednesday, March 25, 2020, at which time they will be publicly received and read aloud for the following:

ITB #20-01 – FACILITIES TURF MOWING SERVICES

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid Guaranty must be submitted with each bid, pursuant to the requirements of O.R.C. 307.88.

To access this Project through the electronic bidding service, you must first register at www.bidexpress.com by clicking on the "REGISTER FOR FREE" button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at 888.352.2439 or via email at support@bidexpress.com.

Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Each bid shall contain

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the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Notice to Bidders are posted on the Internet and may be viewed on Delaware County’s web site at www.co.delaware.oh.us under the heading “Public Notices and Bids”.

Delaware Gazette Advertisement Dates:
March 4, 2020

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

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RESOLUTION NO. 20-204

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE STATEMENTS OF QUALIFICATIONS FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS AND AERATION UPGRADES FOR DELAWARE COUNTY, OHIO REGIONAL SEWER DISTRICT PROGRESSIVE DESIGN-BUILD PROJECT:

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

WHEREAS, the Regional Sewer District desires to receive sealed qualifications for the Olentangy Environmental Control Center Headworks and Aeration Upgrades for Delaware County, Ohio Regional Sewer District Progressive Design-Build Project; and

WHEREAS, the Regional Sewer District will provide the Request for Qualifications documents, including requirements, format, and forms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Request for Qualifications for the Olentangy Environmental Control Center Headworks and Aeration Upgrades for Delaware County, Ohio Regional Sewer District Progressive Design-Build Project and authorizes the Sanitary Engineer to advertise for and receive statements of qualifications on behalf of the Board in accordance with the following Request for Qualifications:

**PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
Delaware County Regional Sewer District
50 Channing Street
Delaware, Ohio 43015**

STATEMENTS OF QUALIFICATIONS for listing of the OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS and AERATION UPGRADES for DELAWARE COUNTY, OHIO REGIONAL SEWER DISTRICT PROGRESSIVE DESIGN-BUILD PROJECT will be received by the County of Delaware, Ohio at the Regional Sewer District Office, 50 Channing Street, Delaware, Ohio 43015, until **12:00PM local time April 9, 2020.**

Delaware County (County) is requesting statements of qualifications from progressive design-build teams to design and build (DB) a new Headworks Facility and upgrades of the aeration treatment system at the Delaware County Regional Sewer District Olentangy Environmental Control Center, located at 10333 Olentangy River Road, Powell, Ohio 43065.

After evaluating the responses to this RFQ, the County will select a short list of candidates that it considers to be the most qualified. The short-listed firms shall be sent a Request for Proposal (“RFP”) for this project

The complete REQUEST FOR QUALIFICATIONS may be obtained at:
The County’s web page, <https://co.delaware.oh.us/media-room/bids/>

The Sewer District’s web page, <https://regionalsewer.co.delaware.oh.us/> under the heading “Consultants”, “Requests for Proposal” tab.

The Board of County Commissioners reserves the right to take any action affecting the RFQ that would be in the best interests of DCRSD and/or conduct investigations with respect to the qualifications and experience of each Respondent.

END OF ADVERTISEMENT

**By ORDER of the Board of Commissioners,
This 27 day of February, 2020**

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

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RESOLUTION NO. 20-205

IN THE MATTER OF APPROVING AN AGREEMENT WITH PETERSON CONSTRUCTION COMPANY FOR CMAR SERVICES FOR THE ALUM CREEK WATER RECLAMATION FACILITY CLARIFIER UPGRADE PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Peterson Construction Company for CMAR Services for the Alum Creek Water Reclamation Facility Clarifier Upgrade Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Peterson Construction Company:

This Agreement is made as of the date set forth below between the Delaware County Board of Commissioners, and the Construction Manager in connection with the Project.

Project Number:
Project Name: Alum Creek WRF Clarifier Upgrades
Site Address: 7767 Walker Wood Blvd.
 Lewis Center, Ohio 43035, Delaware County

Owner (“County”): Delaware County
Address: 101 North Sandusky Street
 Delaware, Ohio 43015

Contracting Authority: Delaware County Board of Commissioners
Project Manager: Brad Stanton

Construction Manager (“CM”): Peterson Construction Company
CM’s Principal Contact: Robert Knapke
Address: 18817 S.R. 501 North
 Wapakoneta, Ohio 45895

Architect/Engineer (“A/E”): Hazen and Sawyer
A/E’s Principal Contact: Mark Strahota
Address: 150 E. Campus View Blvd., Suite 133
 Columbus, Ohio 43235

ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET

- 1.1 The CM shall perform and provide all of the Work described in the Contract.
- 1.2 The Total Compensation Budget is \$4,000,000
- 1.3 The Construction Budget is \$4,000,000

ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION

- 2.1 The Preconstruction Stage Compensation is \$25,000.00 which is the sum of the (1) Preconstruction Fee, (2) Preconstruction Stage Personnel Costs, and (3) Preconstruction Stage Reimbursable Expenses. The County shall pay the Preconstruction Stage Compensation to the CM in exchange for the CM’s proper, timely, and complete performance of the Preconstruction Services.
- 2.2 Preconstruction Fee. The CM’s Preconstruction Fee is \$5,000.00 and is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee
Program Verification	\$1,000	20%
Schematic Design	\$1,000	20%
Design Development	\$1,000	20%
Construction Documents	\$1,000	20%
GMP Proposal and Amendment	\$1,000	20%
Total Preconstruction Fee	\$5,000	100%

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2.3 Preconstruction Stage Personnel Costs. The CM's Preconstruction Stage Personnel Costs shall not exceed \$17,000.00, and shall be paid on an hourly basis according to the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A.

2.4 Preconstruction Stage Reimbursable Expenses. The CM's Preconstruction Stage Reimbursable Expenses shall not exceed \$3,000.00, and shall be paid according to the Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit B.

ARTICLE 3 - CONSTRUCTION STAGE COMPENSATION

3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through at least one GMP Amendment, the form of which is attached as Exhibit D.

3.2 The CM shall propose the amount of the CM's Construction Stage Personnel Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the CM's Construction Stage Personnel Costs shall not exceed \$243,220.00.

3.2.1 The CM's Construction Stage Personnel Costs shall be based upon the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A.

3.3 The CM shall propose the amount of the General Conditions Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the General Conditions Costs shall not exceed \$301,220.00.

3.3.1 A detailed description of the items of Work included in the General Conditions Costs portion of the Cost of the Work is set forth in the General Conditions Costs Description attached as Exhibit C.

3.4 The CM shall propose the amount of the CM's Contingency as a part of the proposed GMP Amendment; provided, however, that the CM's Contingency shall not exceed an amount equal to 1.5 percent of the Cost of the Work identified by the CM in the proposed GMP Amendment.

3.4.1 Shared-Savings Change Order. Unless otherwise provided in the GMP Amendment, no more than 30 days before final payment to the CM, the parties shall execute a Change Order to reduce the Contract Sum by an amount equal to (1) 100 percent of the funds then remaining in the CM's Contingency plus (2) an associated reduction of the CM's Fee in an amount equal to 3.5 percent of the amount by which the Contract Sum is reduced on account of return of the CM's Contingency.

3.5 The CM shall propose the amount of the CM's Fee as a part of the proposed GMP Amendment; provided, however, that the CM's Fee shall not exceed an amount equal to 3.5 percent of the Cost of the Work plus the CM's Contingency, both as identified by the CM in the proposed GMP Amendment.

3.6 If the parties cannot agree on a Contract Sum, the County may terminate the Contract for convenience. If the County thereafter decides to pursue the Project using the Multiple-Prime Contract, or General Contractor, with Construction Manager Adviser project-delivery method and to enter into a related construction-management agreement with the CM, the CM's Fee under that contract shall not exceed 3.5 percent. The County is not obligated to offer or enter into a Construction Manager Adviser contract with the CM for the Project.

ARTICLE 4 - KEY PERSONNEL

4.1 The CM's key personnel for the Project are:

4.1.1 Ty Bergfeld, Project Manager;

4.1.2 Mike Fritchie, Lead Scheduling Engineer;

4.1.3 Doug Crusey, Lead Estimator;

4.1.4 Rich Baker, General Superintendent.

4.2 The CM's key personnel are authorized to act on the CM's behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - CONSULTANTS

5.1 The CM's Consultants for the Project are:

5.1.1 Electrical Sub-consultant:

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Woolace Electric
1978 County Road 22A
Stryker, Ohio 43557

5.2 The CM may provide a portion of the Work through one or more Consultants, provided, however, the CM will remain responsible for all duties and obligations of the CM under the Contract.

5.2.1 If the CM engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning the prequalification, bidding, selection, and engagement of Subcontractors and shall enter into a Subcontract with the CM.

5.3 By appropriate written agreement, the CM shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the CM by the terms of the Contract, and to assume toward the CM all of the obligations and responsibilities which the CM assumes toward the County.

5.3.1 The CM shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 All agreements between the CM and a Consultant shall identify the County as the agreement's intended third-party beneficiary.

5.3.3 The County's receipt and approval of a copy of the agreement between the CM and a Consultant is a condition precedent to the County's obligation to pay the CM on account of the Consultant's services.

5.4 The County has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The CM shall obtain the County's written approval before engaging any Consultant not named above. The CM shall not employ any Consultant against whom the County has a reasonable objection. The County's approval or disapproval of any Consultant, however, will not relieve the CM of the CM's full responsibility for the performance of the Work.

5.6 The CM shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the County's prior written consent. The CM shall not permit any Consultant to replace any previously identified team member except with the County's prior written consent unless the Consultant ceases to employ that person. On notice from the County, the CM shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the County.

5.7 The County may communicate with any Consultant either through the CM or directly with the Consultant, but the County may not modify the contract between the CM and any Consultant.

5.8 The CM hereby assigns to the County each Consultant's agreement provided that the assignment is effective only after the County terminates the Contract and only for those agreements which the County accepts by notifying the Consultant and CM in writing. The County may re-assign accepted agreements.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Escalation of Personnel Cost Rates.

6.1.1 The CM may adjust the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A in accordance with the CM's normal salary-review practices, but (1) not before the date one year after the date of the Agreement, (2) not more than once in any one-year period thereafter, and (3) not in excess of five percent per annual increase.

6.1.2 No rate increase will (1) apply to any Work performed before the County receives written notice of the increase from the CM, or (2) result in an increase in a previously established fixed or not-to-exceed fee such as under (a) Sections 2.3 and 3.2 of this Agreement, (b) a GMP Amendment, or (c) as the parties may agree upon from time to time in connection with all or any part of the Work.

6.2 Effectiveness.

6.2.1 It is expressly understood by the CM that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Auditor first certifies that there is a balance in the County's appropriation not already encumbered to pay existing obligations.

6.2.2 Subject to Section 6.2.1, the Contract shall become binding and effective upon execution by the County and CM.

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6.2.2.1 If the CM is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract, Performance Bond, and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

6.2.2.2 If the CM is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract, the Performance Bond, and the Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

6.2.3 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.3 Representations.

6.3.1 The CM represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the CM shall immediately repay to the County any funds paid under this Contract.

6.3.2 The CM, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

ARTICLE 7 - ENUMERATION OF DOCUMENTS

7.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, the GMP Documents, final Drawings, final Specifications, Addenda if any, Contracting Definitions, General Conditions, Project Manual, and Modifications if any.

7.2 This Agreement includes the following documents:

7.2.1 Personnel Costs Rate Schedule attached as Exhibit A;

7.2.2 Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit B;

7.2.3 General Conditions Costs Description attached as Exhibit C;

7.2.4 GMP Amendment form attached as Exhibit D; and

7.2.5 Supplementary Conditions attached as Exhibit E (if applicable).

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

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RESOLUTION NO. 20-206

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR LIBERTY GRAND COMMUNITIES SECTION 1 PHASES A, B, & C:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Liberty Grand Communities Section 1 Phases A, B, & C;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Liberty Grand Communities Section 1 Phases A, B, & C:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 27th day of February 2020, by and between **Liberty Grand, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Liberty Grand Communities Section 1** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

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The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Liberty Grand Communities Section 1, Phases A, B, & C**, dated **January 17, 2020**, and approved by the County on **February 20, 2020**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **0** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$821,797**) 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.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior 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.

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 performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan for Liberty Grand Communities Section 1, Phases A, B, & C**.

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 **Sanitary Sewer Improvement Plan for Liberty Grand Communities Section 1, Phases A, B, & C (\$28,762.90)**. 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 **Sanitary Sewer Improvement Plan for Liberty Grand Communities Section 1, Phases A, B, & C (\$69,853.00)**. 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for Liberty Grand Communities Section 1, Phases A, B, & C** 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

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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 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. 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.

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. 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. 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, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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:

- (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), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .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.

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

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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 acceptance of the Improvements. 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. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 20-207

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR THE PROJECT KNOWN AS DEL-CR10/CR72, CHESHIRE ROAD/OLD STATE ROAD ROUNDABOUT:

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

**DEL-CR10/CR 72, Cheshire Road/Old State Road Roundabout
Bid Opening of February 4, 2020**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Strawser Paving Company for the project known as DEL-CR10/CR72, Cheshire Road/Old State Road Roundabout;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Strawser Paving Company for DEL-CR10/CR72, Cheshire Road/Old State Road Roundabout:

CONTRACT

THIS AGREEMENT is made this 27th day of February, 2020 by and between Strawser Paving Company, 1595 Frank Road, Columbus, Ohio 43223, hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR10/CR 72, Cheshire Road/Old State Road Roundabout” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Million Four Hundred Sixty Thousand, Ninety-Three Dollars and Sixty-Three Cents (\$1,460,093.63), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-The TID met yesterday to award a construction contract for the Hyatts Road and U.S. 23 Intersections Improvements.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Participated in the State of the County address this past Tuesday. Jane Hawes did a great job. Kudos to all those who helped out.

-Attended a MORPC policy meeting on Tuesday afternoon.

-Regional Planning Committee will meet tonight at the Hayes Building.

-The Legislative Update meeting will take place tomorrow at 1:00 P.M.

Commissioner Lewis

-Thank you to Jane Hawes and Marisa Stith for their work on the State of the County presentation.

-The Re-Entry team will meet this afternoon.

-Will be attending the NACo Legislative Conference this weekend.

Commissioner Benton

-Thought the State of the County presentation went very well.

-Will be attending the CEBCO Board Meeting Friday morning.

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RESOLUTION NO. 20-208

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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; 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 to consider the sale of property at competitive bidding; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 20-209

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.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners