

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

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

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

**1**  
**RESOLUTION NO. 21-248**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 25, 2021:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 25, 2021; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2**  
**RESOLUTION NO. 21-249**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0326 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0326:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0326, memo transfers in batch numbers MTAPR0326 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2102658	DELAWARE AUTO SALES LLC	REPAIR 21-22 DEER HIT	60111901 - 5370	\$8,860.14
R2102662	GOVERNMENT JOBS COM INC	HR RECRUITING SOFTWARE	10011108 - 5320	\$21,100.00

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

**3**  
**RESOLUTION NO. 21-250**

**IN THE MATTER OF AMENDING THE PUBLIC HEARING DATE FOR THE SLATE LICK LATERAL #1, DRAINAGE IMPROVEMENT PETITION:**

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

WHEREAS, with Resolution No. 21-46, the Board of County Commissioners fixed Thursday, September 9, 2021, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place for the first hearing on the petition for the Slate Lick Lateral #1, filed by Doug and Suzann Pusser; and

WHEREAS, the Board of County Commissioners wishes to amend the date for the first hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Thursday, September 2, 2021, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the amended time and place for the first hearing on the petition.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

---

**4****RESOLUTION NO. 21-251**

**IN THE MATTER OF APPROVING A TRAINING SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND PEDIATRIC EMERGENCY STANDARDS, INC.:**

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of a services agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and Pediatric Emergency Standards, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement:

**HANDTEVY TRAINING CENTER ("HTC") AGREEMENT**

This TRAINING SERVICES AGREEMENT is made this 29th day of March 2021 (the "Effective Date") between PEDIATRIC EMERGENCY STANDARDS, INC., with offices at 11870 State Road 84, Suite C5, Davie, FL 33325 (hereinafter the "PES") and the Delaware County Board of Commissioners, for an on behalf of Delaware County Emergency Medical Services, with its principal place of business at 10 Court Street, Delaware, OH 43015 (hereinafter "HTC"). PES and HTC may individually be referred to as "party," or collectively as the "parties."

**WHEREAS**, PES owns and sells or licenses to customers a pediatric resuscitation system that combines customization, consultation, education, organization and training to empower healthcare providers to rapidly and accurately respond to a pediatric call with ease (the "Handtevy System");

**WHEREAS**, HTC desires to teach the Handtevy Pediatric Provider Course to Pre-Hospital providers;

**WHEREAS**, PES is willing to certify HTC, allowing HTC to offer the Handtevy Provider Course under the terms set-forth herein.

**NOW THEREFORE**, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

**1. Definitions:**

1.1. **CEU:** "CEU" shall mean a "continuing education unit" which is awarded by PES for successful completion of a Course by an attendee, who shall generally consist of pre-hospital healthcare providers (i.e., paramedics, EMTs).

1.2. **Courses:** "Course" or "Courses" shall mean the approved PES courses listed below in which Course Certificates will be distributed and for which CEU's may be earned:

1.2.1 Handtevy Pediatric Pre-Hospital Provider Course (4 CEUs in-person / 5 CEUs hybrid)

1.3. **Course Certificates:** "Course Certificates" shall mean certificates distributed electronically to students pursuant to Program Guidelines to indicate that the student participated and successfully completed a Handtevy Provider Course.

1.4. **Handtevy Certified Instructors:** "Handtevy Certified Instructors" means the persons certified and authorized by PES through successful completion of the "Handtevy Pediatric Pre-Hospital Instructor Course," to teach the Handtevy Pediatric Provider Course to students in their Geographic Territory.

1.5. **Geographic Territory:** "Geographic Territory" shall mean location in which HTC may hold the Courses.

1.6. **Handtevy Materials:** "Handtevy Materials" shall mean all materials created or published by PES for training users of the Handtevy System including, but not limited to, electronic or hard copy textbooks, instructor's manuals, exams, answer keys, toolkits, webinars, powerpoints, and course completion cards.

**2. Responsibilities of PES:**

2.1. **Courses:** PES acknowledges and agrees that this Agreement is non-exclusive, and that PES may enter into "Training HTC Agreements" with other parties within the Geographic Territory.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

---

2.2. **Program Guidelines:** PES shall comply with the requirements of the Program Guidelines including, but not limited to:

2.2.1. Promptly notifying, forwarding, or otherwise communicating to Handtevy Certified Instructors regarding updates to the Program required by changes in the standards for pediatric resuscitation.

2.2.2. Issuing course certificates to HTC within ten (10) business days following receipt of payment, completed roster and course documents.

2.2.3 Providing PES Materials for use and dissemination to students that attend the HTC Courses for use in training.

2.3 **Resale:** PES grants HTC the right to have Handtevy Certified Instructors teach the Handtevy Provider Course to pre-hospital healthcare providers in the Geographic Territory.

3. **Responsibilities of HTC:**

3.1 **Courses:** HTC shall abide by all policies and procedures of the Handtevy program when conducting the Handtevy Pediatric Provider Course including, but not limited to:

3.1.1 HTC shall pay PES the fees set-forth herein for each attendee.

3.1.2 HTC must ensure that all materials, equipment and supplies used when conducting a Course are accounted for, sanitary, in good working order and that all written materials used are current.

3.1.3 HTC must ensure that all Handtevy Materials, included but not limited to course exams and/or answer keys created and provided to HTC by PES may be used only for provision of Courses under this Agreement. HTC may duplicate Course exams, in whole, for use by Handtevy Instructors in teaching to the Course to paid attendees. HTC shall prohibit Instructors from further using or duplicating, and unauthorized copying, re-selling or distributing, of Handtevy Materials and Course exams and answer keys.

3.1.4 HTC must follow the curriculum for each course as set forth by PES (any deviations from the recommended parameters must be pre-approved by PES).

3.1.5 HTC must ensure that sufficient material, equipment and supplies are available for the number of students in attendance based on PES' material requirements.

3.1.6 HTC shall notify PES of all scheduled Courses. HTC shall decide the location at which the Courses may be held, which must be held in an office, hotel or professional work space that is pre-approved in advance by PES. HTC shall pay for the cost of hosting the Course (i.e., rent, instructor fees, etc.).

3.2 **Handtevy Certified Instructors**

3.2.1 Handtevy Certified Instructors shall keep Handtevy certification valid by (a.) maintaining proficiency as an AHA ALS Instructor or equivalent (b.) conducting or assisting a minimum two (2) Handtevy Pre-Hospital Pediatric Provider Courses per year (c.) submitting a minimum of six (6) evaluations per course conducted (d.) participating in two (2) PES Instructor Webinars and (e.) submitting a certification renewal fee every two (2) years.

3.2.2 Handtevy Certified Instructor must notify PES of any change in Instructor status or pertinent personal data.

4. **Course Certificates:**

4.1 Course Certificates. PES or Prodigy will be responsible for the control and security of certificate issuance. Course certificates will be electronically sent directly to the HTC and the student.

4.2 Substitution. HTC may not substitute another organization's program, materials or Course Certificates under the name or appearance of PES.

4.3 PES Course Coordinators: PES shall designate a primary contact (hereinafter "PES Coordinator") between PES and the HTC regarding all administration of PES training including, but not limited to, customer service, Course scheduling, the issuance of Course Certificates, and record maintenance and retention.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

---

5. **Reviews:** PES may monitor and/or review HTC's teaching locations, use of the PES Materials, evaluations, performance and compliance with Program Guidelines, conduct site reviews and course audits during regular business hours or as otherwise reasonably agreed.
6. **Costs and Fees:**
- 6.1 HTC shall pay PES a sum of \$20.00 for every course attendee participating in any Handtevy Provider Course, regardless as to whether or not CEUs are required. Included in the \$20 fee is the usage of the online Prodigy 2-hour lecture if desired.
- 6.2 HTC may charge a fee of up to \$125.00 per attendee for the 4-hour Handtevy Provider Course.
- 6.3 PES shall have no responsibility for costs incurred by HTC in conducting the Courses. PES shall not pay HTC or Handtevy Certified Instructors for conducting the Courses.
7. **Proprietary Rights:**
- 7.1 HTC acknowledges and agrees that all PES Materials are proprietary to PES.
- 7.2 PES acknowledges and agrees that copyright in PES Materials are owned by PES. PES Materials may not be copied, in whole or in part, whether in print, electronically, on the World Wide Web ("Web") or in any other format, except as provided herein, without the prior express written consent of the PES.
- 7.3 The name "Pediatric Emergency Standards" and "Handtevy" (hereinafter, collectively "PES Marks") are trade and service marks. HTC acknowledges and agrees that it may not use them or display them in any fashion whatsoever, except as may be expressly agreed in writing by PES.
- 7.4 HTC's use of the PES Marks and PES Materials shall accrue exclusively to the PES' benefit, and all ownership, copyrights, PES Marks, and other rights, titles, and interests in them shall be in the PES' name and shall belong to PES. HTC shall not contest the validity of the PES Marks or the PES Materials, and PES' proprietary right, title or interest therein including, without limitation, after expiration or termination of this Agreement.
8. **Indemnification/Limitation of Liability:**
- 8.1 PES hereby indemnifies, defends and holds harmless the HTC and its affiliates, and their officers, employees, volunteers, and agents, from and against all claims, damages, liabilities, suits, and expenses (including reasonable attorney's fees) arising out of or in connection with (a) claims that the Courses, Program Materials, PES Marks or PES Materials infringe the intellectual property rights of third parties; and (b) gross negligence and willful misconduct of PES and the PES employees. Notwithstanding the foregoing, this indemnity shall not extend to claims, damages, liabilities, suits and expenses caused solely from the science or substantive content of any PES Materials or Program Guidelines, as the case may be.
- 8.2 EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY, LIABILITY ARISING OUT OF A BREACH OF WARRANTIES, OR THE INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE. IN ADDITION, EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY AND THE INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE FEES PAYABLE BY HTC TO PES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 8.3 For the duration of this Agreement, HTC shall obtain and maintain at its expense general liability insurance with limits equal to or greater than \$1,000,000 of general liability and employer's liability, as well as mandatory workers' compensation insurance as required by the states in which HTC operates. These policies shall specify that they may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer to PES. HTC must provide PES with a certificate of insurance evidencing this coverage upon execution of the Agreement and upon any renewals hereof.
9. **Confidential Information:**
- 9.1 Definition. For purposes of this Agreement, the term "Confidential Information"

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

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means: (i) any non-public information of PES including, without limitation, information regarding the PES Offerings; information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; and (ii) any other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) was in the receiving party's possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving party's further use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information (iv) or is required to be disclosed by law.

9.2 **Obligations.** Neither party will use the other party's Confidential Information, except as permitted in this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors as reasonably required in connection with performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, or as may be required by any law or regulation, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors (iii) or as required by the Ohio Public Records Act.

9.3 **Injunctive Relief.** In the event of a breach of Section 9, the parties agree that the non-breaching party could suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party may be impossible to calculate and accordingly, the parties agree that the non-breaching party shall be entitled to seek temporary, preliminary and/or permanent injunctive relief against the breaching party, its officers or employees, in addition to such other rights and remedies to which it may be entitled to at law or in equity.

9.4 **Press Releases.** Except as otherwise required to approve this Agreement at HTC's public board meeting, HTC shall not issue any press release or announcement, use any of PES' products or its name or trademarks in promotional activity, or otherwise publicly announce or comment on this Agreement or its terms and conditions without PES' prior written consent.

**10. Term and Termination:**

10.1 **Term.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for a period of twenty-four (24) months (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term," and, collectively with the Initial Term, the "Term"), unless either party provides notice of termination at least (30) days prior to the applicable Renewal Date.

10.2 **Early Termination.** This Agreement may be terminated as follows:

10.2.1 By either party in the event the other party breaches a material provision of this Agreement (except as set forth herein) and the breaching party fails to cure such breach within (30) days after the notice of breach from the non-breaching party.

10.2.2 By either party immediately in the event: (i) any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other party's property, or (ii) the other party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other party and is not dismissed within sixty (60) days; or

10.2.3 By PES or HTC, at any time with or without cause, upon sixty (60) days' prior written notice to HTC.

10.3 **Effects of Termination.** Following expiration or termination of this Agreement for any reason, HTC may not schedule any further Courses, and shall cancel previously scheduled but un-held Courses.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021

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11. General Terms:

11.1 Assignment. This Agreement is personal to the parties and shall not be assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without the other party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of its business. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.2 Compliance with Law. Each party shall at all times during the Term of this Agreement comply in all material respects with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Licensed Products and the performance by each party of its obligations hereunder.

11.3 Notices. Except as otherwise provided herein, all notices shall be in writing and shall be deemed to be delivered when received if sent by certified mail, postage prepaid, return receipt requested, by nationally recognized overnight courier, or by telecopier. All notices shall be directed to the parties at the respective addresses set forth in the signature block hereto, or to such other address as either party may, from time to time, designate by notice to the other party.

11.4 Independent Contractor. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between PES and HTC. Neither party shall provide, or be responsible for, any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for the benefit of the other party's employees.

11.5 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

11.6 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

11.7 Governing Law; Venue; and Remedies. The parties expressly acknowledge that the laws of the State of Ohio, except its conflict of law rules, will govern the relationship between the parties. Any dispute arising under this Agreement shall only be filed in and heard before the courts of Delaware County, Ohio. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.8 Entire Agreement. This Agreement, any exhibits or attachments hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

11.9 Counterparts. This Agreement may be executed by original or facsimile signatures and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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

**\*A discussion about the lease addendums to the Frank B. Willis building (Ohio Department of Public Safety Ohio Bureau of Motor Vehicles and Driver Exam Station) occurred.**

**7**  
**RESOLUTION NO. 21-252**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF MOTOR VEHICLES FOR THE COUNTY ENGINEER'S OFFICE AND DELAWARE SOIL & WATER CONSERVATION DISTRICT:**

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

---

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer’s assistants when on official business; and

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

WHEREAS, the Delaware County Engineer’s Office has a need for one Dodge Durango sport utility vehicle and four Dodge Ram 1500 regular cab pickup trucks for use in performing the office’s official duties; and

WHEREAS, the Delaware Soil & Water Conservation District has a need for one Dodge Ram 4500 crew cab pickup truck for use in performing the office’s official duties; and

WHEREAS, the Board participates in the State of Ohio cooperative purchase program and motor vehicles are available for purchase via the State of Ohio cooperative purchasing program;

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

Section 1. The Board hereby finds and determines that there is a need to purchase motor vehicles for the Delaware County Engineer’s Office and the Delaware Soil & Water Conservation District in order to perform the official duties of the offices.

Section 2. The Board hereby authorizes the purchase of one 2022 Dodge Durango sport utility vehicle at a price of \$30,617 from Greve Chrysler-Jeep-Dodge of Van Wert, Inc., four 2022 Dodge Ram 1500 regular cab pickup trucks for a total price of \$94,860 from Sherry Chrysler Dodge, Jeep, Inc., and one 2022 Dodge Ram 4500 crew cab pickup truck for a price of \$47,443 from Sherry Chrysler, Dodge, Jeep, Inc.

Section 3. The purchases authorized in Section 2 shall be subject to the contract and terms and conditions of Index #GDC093, Contract #RS900621 in the State of Ohio cooperative purchasing program, which is fully incorporated herein, and of which the purchase orders shall be made a part.

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

**8  
RESOLUTION NO. 21-253**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS 2021 BOX CULVERT SUPPLY BID – DELAWARE COUNTY:**

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

**2021 Box Culvert Supply bid – Delaware County  
Bid Opening of March 2, 2021**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as 2021 Box Culvert Supply Bid – Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Double Z Construction Company for the project known as 2021 Box Culvert Supply Bid – Delaware County, as follows:

**CONTRACT**

THIS AGREEMENT is made this 29<sup>th</sup> day of March, 2021 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

**ARTICLE 1. Statement of Work**

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021**

---

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 “**2021 Culvert Supply Bid – Delaware County**”, 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 *Eighty-Seven Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$87,635)* subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

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

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

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

**9  
RESOLUTION NO. 21-254**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

<b>Permit #</b>	<b>Applicant</b>	<b>Location</b>	<b>Type of Work</b>
UT21-0070	Columbia Gas	Scioto Chase Blvd	Install gas main
UT21-0071	AEP	S. Galena Road	Preform maintenance on existing poles
UT21-0072	AEP	Sunbury Road	Preform maintenance on existing poles
UT21-0073	AEP	Gregory Road	Install pole
UT21-0074	MCI Metro	Peachblow Road	Relocate fiber optic
UT21-0075	Teleport Communications of America	Peachblow road	Relocate conduit

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

**10  
RESOLUTION NO. 21-255**

**IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING CONSTRUCTION BOND FOR HYATTS CROSSING SECTION 1:**



COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021

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

WHEREAS, the roadway construction has been completed for the project known as Hyatts Crossing Section 1 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at \$62,850 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes of Ohio, LLC (the "Principal") has provided a maintenance bond in the amount of \$62,850 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Project in the amount of \$62,850, and returning the construction bond for the Project to the Principal.

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

**11**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-No reports.

**12**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the Regional Planning virtual meeting Thursday night.
- Attended the Legislative Update Friday afternoon. Three main topics were brought up: the American Rescue Plan, Budget at the State House and Prevailing Wage changes.
- Will be attending my first Agricultural Advisory Board meeting tomorrow.
- The Vietnam Veteran's ceremony will take place at noon here on the Veterans' Plaza.
- Went to dinner downtown on Saturday evening. Was quite pleased to see how busy all of the restaurants were.

Commissioner Lewis

-No reports.

Commissioner Merrell

- Will be attending a planning meeting today for a Central Region meeting in June.
- Attended, in person, a CORSA annual meeting last Friday. Others attended virtually. During that meeting a question of who was using Enterprise Rental Car was asked. Would like to have an update from the County Administrator and Facilities Director about how that is working out for the County. That update is scheduled for April 19<sup>th</sup>.

**13**

**RESOLUTION NO. 21-256**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official; for security arrangements and emergency response protocols.

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2021

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**RESOLUTION NO. 21-257**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners