

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 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

10:00 A.M. Public Hearing For Consideration Of A Petition, Filed By Jennings Land Development, Llc And Others, For The Vacation Of A Portion Of The Existing McNamara Ditch And Drainage Easement And The Creation Of A New Relocated Section Of The Ditch With A New Easement

1

RESOLUTION NO. 21-541

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 14, 2021, AND SPECIAL SESSION HELD JUNE 15, 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 June 14, 2021, and a special session on June 15, 2021; 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 meetings.

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

3

RESOLUTION NO. 21-542

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0616:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0616 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
COMMISSIONERS	OTHER SERVICES	23711630-5380	\$3,700.00
COMMISSIONER	RENTAL SERVICES	23711630-5335	\$3,600.00
FUELMAN-FLEETCOR	VEHICLE REPAIR	1011106-5228	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2103459	RAR MONUMENT	PERSIAN GULF MONUMENT	10011102-5602	\$4,190.20
R2103459	RAR MONUMENT	PERSIAN GULF MONUMENT	10062601-5301	\$4,190.20

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

2

PUBLIC COMMENT

-Jim Shaw: Update from Ohio Attorney General's office

4

RESOLUTION NO. 21-543

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY, MICHAEL INGLISH ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff's Deputy Michael Inghlish retired from the Sheriff's Office in good

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

standing with the office; and

WHEREAS, Deputy Michael English's assigned duty firearm, Glock, Model 22 – Serial # WXT659 (the "Firearm"), is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Michael English to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Michael English for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Michael English accepting the Firearm "as is" and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

5

RESOLUTION NO. 21-544

IN THE MATTER OF APPROVING TITLE IV-D CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Director of the Child Support Enforcement Agency recommends approval of the Title IV-D contract with the Delaware County Juvenile Court;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Title IV-D contract with the Delaware County Juvenile Court:

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 510 I:12-1-80 to 510 I:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV- D Contract with Delaware County Juvenile Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 510 I: 12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 4/1/2021 through 12 /31 /2021, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hour of the Magistrates time spent on IV-D CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$69.68 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is\$ 10,451.30

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$3,553.44	Local Sources
FFP Reimbursement	\$6,897.86	
Total IV-D Contract Cost	\$10,451.30	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12: 00P.M.) and New Year's Day..

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- Amendments: The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms I through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- Modifications: The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

18. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-0 I of the Ohio Administrative Code.

22. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23. Termination: This IV-D Contract may be terminated:

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

23A. By mutual agreement at any time after the date on which the two parties reach their decision.

23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 238 through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

6

RESOLUTION NO. 21-545

**IN THE MATTER OF APPROVING A LETTER OF INTENT FOR THE CONSTRUCTION OF
SANITARY FACILITIES BETWEEN THE COUNTY OF DELAWARE, OHIO AND THE OHIO
DEPARTMENT OF NATURAL RESOURCES:**

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

WHEREAS, the Sanitary Engineer recommends approving the letter of intent for the construction of sanitary facilities between the County of Delaware, Ohio and the Ohio Department of Natural Resources;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following letter of intent with the Ohio Department of Natural Resources:

Board of Commissioners, Delaware County, Ohio
91 N. Sandusky Street
Delaware, Ohio 43015

Delaware County Regional Sewer District
Attn: Tiffany Maag
50 Channing Street
Delaware, Ohio 43015

**Re: Letter of Intent for the Construction of Sanitary Facilities
Between the County of Delaware, Ohio, and the Ohio
Department of Natural Resources**

Dear Members of the Board:

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

The purpose of this letter of intent (“LOI”) is to present proposed terms to the County of Delaware and Delaware County Regional Sewer District (collectively, the “County”) for the construction of sanitary facilities that will benefit both the County and the Ohio Department of Natural Resources (“ODNR”)(collectively, the “Parties”). It is intended that this LOI will not create a binding obligation on the Parties hereto to comply with the provisions of this LOI, but will express the good faith intentions of the Parties, subject to the fulfillment of the various contingencies set forth herein, including the execution of a definitive agreement for the construction of sanitary facilities (the “Agreement”).

1. FACILITIES TO BE CONSTRUCTED.

- 1.1 The County will construct the following sanitary facilities (the “Facilities”):
 - (a) Pump station of approximately 135,000 gallon/day capacity (the “Pump Station”) in proximity to the main entrance of Delaware State Park (the “Park”) located south of Troutman Road (N40.377949-W83.07483).
 - (b) Approximately 18,700 feet of six (6) inch force main from the Pump Station to the City of Delaware’s gravity sewer south of Hills Miller Road.
- 1.2 ODNR shall be responsible for the construction, demolition, and retirement of all force main, pump stations, treatment plants and other sanitary facilities located at the Park other than the aforesaid Pump Station to be constructed by the County.
- 1.3 The County shall be responsible for obtaining all licenses and permits necessary for the construction of the Facilities.
- 1.4 The County shall be responsible for obtaining pre-approval from the City of Delaware for the anticipated flows into the City of Delaware’s sanitary sewer system.

2. PAYMENTS BY ODNR.

- 2.1 ODNR shall make a total payment of \$1,448,049.00 (the “Construction Fee”) to the County for the construction of the Facilities in the event the total project construction cost exceeds \$2,389,400.00, the County and ODNR agree to a 50% cost share on any cost overage. One half of the Construction Fee shall be paid within forty-five (45) days of the Parties entering into the Agreement. The remaining one half of the Construction Fee and any amount of cost share shall be paid within fourteen (14) days of the final approved Contractor Pay Application being provided to ODNR.
- 2.2 ODNR shall make a payment of approximately \$291,600 to the County as a tap fee. The final amount is to be determined after I/I reduction has been completed by ODNR and one (1) year of lift station run time logs are submitted to the County for tap fee calculation per standard DCRSD policy. The tap fee shall be paid prior to connection to the County sewer system.
- 2.3 ODNR shall pay all usual and customary fees for sewage passing through the Pump Station and transported by the County, which shall be based on the fees and rates charged by the Delaware County Regional Sewer District, plus a fifty percent (50%) surcharge for the ongoing operation and maintenance of the Facilities.

3. BINDING EFFECT/DEFINITIVE AGREEMENT.

- 3.1 The parties shall use their best efforts to enter into the binding Agreement within ninety (90) days of the date of this LOI. Until the parties sign the Agreement, the Parties shall make good faith efforts to perform the terms of this LOI.
- 3.2 The Agreement shall contain the provisions hereinabove set forth and/or such additional provisions based upon the provisions and understandings set forth in this LOI.

4. CONTINGENCIES.

- 4.1 The transactions contemplated herein shall be contingent on, and subject to, the following:
 - (a) The Parties entering into the Agreement within ninety (90) days of the date of the LOI.
 - (b) The County’s acquisition by lease, easement, or license of sufficient real property from the United States Army Corps of Engineers (“USACE”) for the location of the Pump Station, subject to approval by ODNR. The County shall invoice, and ODNR shall pay the County, for rents or fees payable to the USACE for any lease, easement or license obtained for the Pump Station.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

- (c) The County's acquisition of all necessary easements or licenses from USACE for the location of force mains, subject to approval by ODNR. The County shall invoice, and ODNR shall pay the County, for rents or fees payable to the USACE for any easement or license obtained for the force mains.
- (d) The County acquisition of a permit from the Ohio Department of Transportation for the location of force mains within the right-of-way for US Highway 23.
- (e) The County and ODNR's acquisition of all other necessary easements or licenses from property owners, provided, however, the total cost thereof does not exceed \$15,000.
- (f) The Parties obtaining, through the exercise of due diligence, all other necessary permits from local, state, and federal authorities.
- (g) The County successfully negotiating and entering into an Intergovernmental Cooperation Agreement with the City of Delaware for the Northern Sanitary Sewer Service Area, within which the Park is located.

5. CERTIFICATION OF FUNDS.

It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this LOI or in the Agreement shall be binding on either party until all relevant statutory provisions of the R.C., including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives the County written notice that such funds have been made available to ODNR by the ODNR's funding source.

6. RELATIONSHIP OF THE PARTIES.

- 6.1 While the County shall be required to render services in the construction of the Facilities, nothing in this LOI or in the Agreement shall be construed to imply that ODNR shall have, or may exercise, any right of control over the County with regard to the manner or method of the County's performance hereunder.
- 6.2 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 6.3 It is fully understood and agreed that Parties are independent of one another and neither the County nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the state of Ohio.

7. RECORD RETENTION.

During performance of this LOI and for a period of three (3) years after its completion, the County shall maintain auditable records of all charges pertaining to this LOI and shall make such records available to ODNR as ODNR may reasonably require.

8. MISCELLANEOUS.

- 8.1 Controlling Law. This LOI and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. The County consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 8.2 Notices. Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- 8.3 Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this LOI electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

were an original.

If the terms set-forth above are acceptable, please sign and date where indicated below and return a signed and dated copy to the undersigned.

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

7

RESOLUTION NO. 21-546

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR VACUUM BOX RENTAL AND SERVICES:

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

WHEREAS, the Delaware County Regional Sewer District recommends soliciting bids for Vacuum Box Rental and Services; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Vacuum Box Rental and Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as Vacuum Box Rental and Services and authorizes the Sanitary Engineer to advertise for and receive bids in accordance with the following Legal Notice:

**Legal Notice
Invitation to Bid**

The Delaware County Commissioners are seeking competitive bids from contractors for a one (1) year contract with two optional one-year extensions for providing vacuum box rental, transportation, and disposal services on an as-needed basis for wastes removed from sewers and wastewater treatment facilities. Bids will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **12:00 p.m. on Thursday, July 8, 2021**. At that time, bids will be opened and read aloud.

The bids must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR VACUUM BOX RENTAL AND SERVICES."

This public notice and the complete Invitation to Bid are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

Any bid submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to waive irregularities and to reject any or all bids.

Questions about the bid shall be directed in writing to Julie McGill via email at jmcgill@co.delaware.oh.us.

A pre-bid video conference call is scheduled for Wednesday, June 23, 2021 at 2:00 P.M. To request a conference call-in invitation, contact Julie McGill at jmcgill@co.delaware.oh.us. Attendance at the pre-bid conference is not required to bid.

Delaware Gazette Advertisement Date:
Friday, June 18, 2021

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

8

RESOLUTION NO. 21-547

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2021 LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County owns the Delaware County Solid Waste Transfer Station; and

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Olentangy Watershed Clean Up and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby waive the Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs, the Olentangy Watershed Clean Up in August 2021 and the Scioto River Sweep in October 2021.

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

**9
RESOLUTION NO. 21-548**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC., FOR CONSTRUCTION MATERIALS TESTING FOR THE LOWER ALUM CREEK RELIEF PUMP STATION AND LOWER ALUM CREEK FORCE MAIN AND GRAVITY SEWER PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with DLZ Ohio, Inc., for construction materials testing for the Lower Alum Creek Relief Pump Station and Lower Alum Creek Force Main and Gravity Sewer Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with DLZ Ohio, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 17th day of June, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide construction materials testing for the Lower Alum Creek Relief Pump Station and the Lower Alum Creek Force Main and Gravity Sewer (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Exhibit A – Scope of Services and Fee Schedule

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Schedule noted in Section 1.3.
- 4.2 For all Services identified in the Scope of Services and Fee Schedule as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. "If Authorized" tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed the amount set forth in Exhibit A for such Services.
- 4.3 Total compensation under this Agreement shall not exceed Forty-Five Thousand, Six Hundred and Ninety-Nine Dollars and Zero Cents (\$45,699.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Nathan Givens

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Nathan G. Niedermeier, P.E.

Address of Firm: 6121 Huntley Road

City, State, Zip: Columbus, Ohio 43229

Telephone: (614) 888-0040

Email: nneidermeier@dlz.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of Services performed to date in accordance with the Consultant's Fee Schedule.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services no later than November 14, 2022.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective if approved in a writing signed by both Parties.

For Services in addition to those included in Section 1 as authorized or “if authorized,” a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021

authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

10

RESOLUTION NO. 21-549

IN THE MATTER OF APPROVING AN APPLICATION FOR NON-RESIDENTIAL GAS SERVICE WITH SUBURBAN NATURAL GAS COMPANY FOR GAS SERVICE AT THE LOWER ALUM CREEK RELIEF PUMP STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of an application for gas service with Suburban Natural Gas Company for gas service at the Lower Alum Creek Relief Pump Station located at 6405 River’s Edge Drive in Lewis Center, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the application with Suburban Natural Gas Company (copy on file at the Sanitary Engineer’s office until no longer of administrative value).

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

**For Consideration under other business on
Thursday June 17, 2021**

RESOLUTION NO. 21-550

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE USE OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, the Board has before it a request from the Delaware County Regional Sewer District to expend county monies for the purchase of equipment for the District’s use, specifically a 2021 John Deere 324G Skid Steer; and

WHEREAS, the Board participates in the Sourcewell (formerly NJPA) cooperative purchasing program (“Sourcewell”), and the needed equipment is available for purchase at discounted pricing through Sourcewell;

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

Section 1. The Board hereby authorizes the purchase of a 2021 John Deere 324G Skid Steer for a total price of

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

\$46,198.99. The purchase shall be from Agpro Ohio, LLC, an authorized John Deere dealer, pursuant to the terms and conditions of Sourcewell Contract #032119-JDC and Purchase Order #8053729, which are, by this reference, fully incorporated herein.

Section 2. The Board hereby approves a purchase order request for a total of \$46,198.99 to Agpro Ohio, LLC, in Hilliard, Ohio from 66211900-5450.

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

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

**11
RESOLUTION NO. 21-551**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board (the “Mental Health Board”) is the body established, pursuant to section 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for appointing members to the Mental Health Board for both expired and unexpired terms; and

WHEREAS, the term of an existing appointee will expire June 30th, and the Board of Commissioners is responsible for making an appointment for the succeeding term; and

WHEREAS, Sarah JanTausch has applied for appointment to the Mental Health Board and meets all residency requirements stipulated by section 340.02(A) of the Revised Code for appointment to the Mental Health Board;

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

Section 1. The Board of Commissioners hereby appoints Sarah JanTausch to the Mental Health Board for the term ending June 30, 2025.

Section 2. The appointment approved herein shall take effect on July 1, 2021.

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

**For Consideration Under Other Business On
Thursday June 17, 2021**

RESOLUTION NO. 21-552

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR DELAWARE COUNTY COPIERS AND COPIER MAINTENANCE:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for Copiers and Copier Maintenance for various Delaware County offices, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received proposals from three offerors, which were submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has determined that all proposals received were responsive to the request for proposals and has completed its ranking of the responsive proposals;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted for Delaware County Copiers and Copier Maintenance as follows: (1) Perry ProTech (most advantageous); (2) Gordon Flesch – Canon (second most advantageous); (3) Gordon Flesch – Ricoh (third most advantageous); and (4) ComDoc (fourth most advantageous);

BE IT FURTHER RESOLVED that the Board hereby directs the County Administrator and the evaluation team to conduct contract negotiations with Perry ProTech.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021**

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

**For Consideration Under Other Business On
Thursday June 17, 2021**

RESOLUTION NO. 21-553

**IN THE MATTER OF APPROVING A LETTER OF CREDIT AND LINE OF CREDIT
TERMINATION AGREEMENT BY AND AMONG FIRST COMMONWEALTH BANK, KERBLER
FARMS LLC, AND DELAWARE COUNTY, OHIO:**

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

**LETTER OF CREDIT AND LINE OF CREDIT
TERMINATION AGREEMENT**

This LETTER OF CREDIT AND LINE OF CREDIT TERMINATION AGREEMENT (this "Agreement") is entered into effective as of the date of the last signature below, by and among FIRST COMMONWEALTH BANK, a Pennsylvania bank and trust company ("Issuer"), KERBLER FARMS LLC, an Ohio limited liability company ("Applicant"), and DELAWARE COUNTY, OHIO ("Beneficiary"). Issuer, Applicant, and Beneficiary are referred to collectively herein as the "Parties."

WHEREAS, on or about May 13, 2019, Applicant executed and delivered to Issuer, *inter alia*, (i) a certain Business Loan Agreement (the "Loan Agreement") setting forth the terms and conditions of a demand line of credit (the "Line of Credit") extended to Applicant by Issuer, (ii) a certain Promissory Note payable to Issuer in the original principal amount of One Million Dollars (\$1,000,000.00) (the "Note"), and (iii) a certain Open-End Mortgage securing the Applicant's obligations under the Note and Loan Agreement, recorded on May 14, 2019 at Book 1635, Page 2287 with the Delaware County, Ohio recorder (the "Mortgage");

WHEREAS, on or about May 13, 2019, upon Applicant's request, Issuer issued a certain Irrevocable Standby Letter of Credit No. 398R1303 in the face amount of One Million Dollars (\$1,000,000.00) for the benefit of Beneficiary (the "Letter of Credit"), pursuant to a sublimit available under the Line of Credit, with Applicant's reimbursement obligations with respect to the Letter of Credit being evidenced by the Note and secured by the Mortgage;

WHEREAS, the Parties wish to (i) terminate the Letter of Credit and any obligation of Issuer to pay draws thereunder, (ii) to terminate the Line of Credit and any obligation of Issuer to make advances thereunder, and (iii) obtain the release of the Mortgage;

WHEREAS, the current expiration date of the letter of credit is May 13, 2022, and due to the irrevocable nature of the Letter of Credit, any termination thereof must be evidenced by a writing executed by the Parties.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Beneficiary is the true, lawful, present, and sole legal and beneficial owner of the Letter of Credit, a true and correct copy of which is attached hereto as Exhibit A.
2. Beneficiary represents and warrants to Issuer that the Letter of Credit and any rights or interests therein were not endorsed, and have not been pledged, hypothecated, sold, delivered, deposited under any agreement, transferred or assigned, or disposed of in any manner by Beneficiary or on its behalf. Neither Beneficiary nor anyone on Beneficiary's behalf has signed any power of attorney, assignment, or authorization respecting the Letter of Credit which is now outstanding and in force. To the knowledge of Beneficiary, no person, firm, company, agency, government or other entity has asserted any right, title, claim, equity, or interest in, to, or respecting the Letter of Credit, or any rights or interests therein or proceeds thereof.
3. Subject to the condition that no drafts are presented on the Letter of Credit and no advances are made on the Line of Credit prior to execution of this Agreement, the Parties hereby agree that upon the execution hereof, Applicant's deposit in the amount of One Million Dollars (\$1,000,000) with a designated third-party escrow agent, and Beneficiary's confirmation in writing to Issuer of the receipt of Applicant's deposit (i) the Letter of Credit shall be terminated and cancelled and no drafts may be presented or draws paid thereunder, and (ii) the Line of Credit shall be terminated and cancelled and no advances may be requested thereunder. Promptly following receipt by Issuer of (i) duly executed originals of this Agreement by all Parties signatory hereto, and (ii) the original Letter of Credit marked "CANCELLED," Issuer agrees to record a satisfaction and release of the Mortgage with the Delaware County Recorder.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement may be executed in any number of original counterparts, each of which when so executed and delivered shall be an original, and all of which, collectively, shall constitute one and the same agreement, it being understood and agreed that the signature pages may be detached from one or more counterparts and combined with the signature pages from any other counterpart in order that one or more fully executed originals may be assembled.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the respective dates set

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021

forth below.

SIGNATURES
EXHIBIT A
COPY OF LETTER OF CREDIT

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

15

RESOLUTION NO. 21-554

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

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.

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

RESOLUTION NO. 21-555

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. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

Soil and Water Conservation District:

10:00 A.M. Public Hearing For Consideration Of A Petition, Filed By Jennings Land Development, Llc And Others, For The Vacation Of A Portion Of The Existing McNamara Ditch And Drainage Easement And The Creation Of A New Relocated Section Of The Ditch With A New Easement

12

RESOLUTION NO. 21-556

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION OF A DRAINAGE IMPROVEMENT PETITION FOR THE VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT, FILED BY JENNINGS LAND DEVELOPMENT, LLC, AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:05A.M..

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

RESOLUTION NO. 21-557

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

12 continued

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021

RESOLUTION NO. 21-558

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DRAINAGE IMPROVEMENT PETITION FOR THE VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT, FILED BY JENNINGS LAND DEVELOPMENT, LLC, AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:17 A.M..

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

12 continued

RESOLUTION NO. 21-559

IN THE MATTER OF PROCEEDING WITH THE VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT, FILED BY JENNINGS LAND DEVELOPMENT, LLC, AND OTHERS, AND ORDERING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF REPORTS, PLANS, AND SCHEDULES FOR THE PROPOSED IMPROVEMENT:

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

WHEREAS, on November 20, 2021, a Drainage Improvement Petition for the vacation of a portion of the existing McNamara Ditch and Drainage Easement and the creation of a new relocated section of the ditch with a new easement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on Monday April 19, 2021, at 1:30 P.M., the Board conducted a view of the proposed improvements; and

WHEREAS, on Thursday, June 17, 2021, the Board held the first hearing on the petition; and

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

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

Section 1. The Board hereby finds that the proposed relocated improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design. If the proposed improvement is finally approved, the Board hereby finds that the portion of the existing improvement to be vacated has ceased to be a public utility, that the public welfare no longer demands the maintenance thereof, and that the vacation thereof will be to the advantage of the public welfare.

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

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed vacation of a portion of the existing McNamara Ditch and drainage easement and the creation of a new relocated section of the ditch with a new easement.

The Board hereby sets June 17, 2023, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE VACATION OF A PORTION OF THE EXISTING MCNAMARA DITCH AND DRAINAGE EASEMENT AND THE CREATION OF A NEW RELOCATED SECTION OF THE DITCH WITH A NEW EASEMENT PROJECT 403114-83.

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

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2021

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

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

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-The US Open began today.

-The Land Bank met yesterday.

Commissioner Merrell

-The Land Bank met yesterday.

Commissioner Lewis

-No reports.

RECESSED at 10:21 AM/RECONVENED at 10:26 AM

**Jennifer Cochran, Assistant Chief – Administration Delaware County EMS
Presentation And Recognition For The Students From Big Walnut High School
Pulse Point Video Session
(10:30AM)**

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners