

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 4, 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. 21-921

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 30, 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 September 30, 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
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 21-922

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1001 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1001:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1001, memo transfers in batch numbers MTAPR1001 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2103468 Bair	Job and Family Child Care	22511607-5342	\$10,000.00
P2103469 Advantage	Job and Family Child Care	22511607-5342	\$ 9,200.00
P2103368 Youth Services	Job and Family Child Care	22511607-5342	\$18,000.00
P2103617 Legacy	Job and Family Child Care	22511607-5342	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104506	TYLER TECHNOLOGIES INC	TYLER CAD/RMS 911 CONTRACT	21411306-5452	\$164,434.00
R2104485	PELTON ENVIRONMENTAL PRODUCTS	REPLACEMENT CELL ANGLES AND POROUS PLATES FOR	66211900 - 5201	\$10,348.05

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

4
DEANNA BRANT, EXECUTIVE DIRECTOR DELAWARE-MORROW MENTAL HEALTH & RECOVERY
JEFF FISHEL, EMERGENCY MEDICAL SERVICE DIRECTOR
RECOGNITION
ASSISTANT CHIEF COCHRAN ON HER 2021 CARES AWARD FROM THE OHIO
ASSOCIATION OF COUNTY BEHAVIORAL HEALTH AUTHORITIES

5
RESOLUTION NO. 21-923

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS RECOGNIZING OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County affirms October as Domestic Violence Awareness Month.

NOW THEREFORE BE IT PROCLAIMED, Delaware County recognizes that domestic violence happens in every county in our great nation. Domestic violence is blind to gender, race, and socioeconomic status. It can affect anyone at any time.

FURTHER BE IT PROCLAIMED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, Our community is dedicated to supporting those affected by domestic violence and abuse of any kind. We want victims to know they are not alone. We are proud to have many programs and organizations in Delaware County dedicated to helping victims heal from abusive situations. Love should not hurt.

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

6

**WILLIAM MURDOCK, EXECUTIVE DIRECTOR MORPC
EILEEN LEUBY, MEMBERSHIP SERVICES OFFICER MORPC
MID-OHIO REGIONAL PLANNING COMMISSION
PRESENTATION/UPDATE**

7

RESOLUTION NO. 21-924

IN THE MATTER OF APPROVING A PROCLAMATION FOR BOB AND SUE POSTLE ON THE OCCASION OF THEIR INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

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

WHEREAS, the Commissioners of Delaware County, Ohio, wish to congratulate Bob and Sue Postle on the occasion of their induction into the Central Ohio Senior Citizens Hall of Fame and to thank them for their extraordinary record of community service to the citizens of Delaware County and beyond; and

WHEREAS, the Postles' career of service began with Bob's tour of duty in the Peace Corps in Iran and Sue's as a missionary for the United Methodist Church in Brazil; and

WHEREAS, after arriving in Delaware County to assist Sue's relatives, they embraced volunteerism with the Meals on Wheels program and, during the last 19 years, have devoted nearly 3,000 hours of their time, driving 6,135 miles and delivering an estimated 8,000 meals to home-bound; and

WHEREAS, the Postles also volunteer with the Powell United Methodist Church, the Donors Choose program, OhioHealth's Eleventh Hour hospice program, and Preservation Parks of Delaware County; and

WHEREAS, the Postles recently donated their 120-year-old Ohio Bicentennial Barn and half-acre of land to the Preservation Parks of Delaware County system, and have helped Preservation Parks secure 87 acres of Sue's family farm for a new county park.

THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby expresses its gratitude to Bob and Sue Postle for their dedication, generosity and years of outstanding service to the communities in which they have lived.

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

8

RESOLUTION NO. 21-925

IN THE MATTER OF DESIGNATING ELIGIBLE BANKING INSTITUTIONS AS PUBLIC DEPOSITORIES FOR ACTIVE MONEYS OF DELAWARE COUNTY FOR THE FOUR-YEAR PERIOD COMMENCING DECEMBER 1, 2021:

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

WHEREAS, on August 5, 2021, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 21-694, setting September 24, 2021, as the deadline for filing applications for designation as a public depository of active moneys for Delaware County for the four-year period commencing December 1, 2021, and setting October 4, 2021, as the date on which the designations shall be made, upon recommendation of the Delaware County Treasurer, all pursuant to section 135.33 of the Revised Code; and

WHEREAS, the following eligible institutions submitted timely applications in response to the Board's notice:

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Buckeye State Bank; Fifth Third Bank; First Commonwealth Bank; Huntington Bank; JP Morgan Chase; Key Bank; PNC; and

WHEREAS, the Delaware County Treasurer recommends that the following eligible institutions that submitted timely applications be designated as public depositories for active moneys of Delaware County for the four-year period commencing December 1, 2021: Buckeye State Bank; Fifth Third Bank; First Commonwealth Bank; Huntington Bank; JP Morgan Chase; Key Bank; PNC;

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

Section 1. The Board hereby designates the following eligible institutions as public depositories for active moneys of Delaware County for the four-year period commencing December 1, 2021: Buckeye State Bank; Fifth Third Bank; First Commonwealth Bank; Huntington Bank; JP Morgan Chase; Key Bank; PNC.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution to the Delaware County Treasurer and each of the institutions designated in Section 1 hereof.

Section 3. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically section 121.22 of the Revised Code.

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

**9
RESOLUTION NO. 21-926**

IN THE MATTER OF APPROVING THE EIGHTH EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:

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

WHEREAS, the Sheriff and the Sheriff’s Office Staff recommend approval of the eighth extension of the Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY2022;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the eighth extension of the Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY2022:

**Memorandum of Understanding
Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY2022**

This Memorandum of Understanding ("MOU") is entered into between the Delaware- Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties have entered into a Memorandum of Understanding for each fiscal year of the Board since March 10, 2014 for the securing and funding of a position for a full-time mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail; and,

Whereas, the Board considers the services provided by this professional to continue being essential to the needs of the Sheriff and the Delaware County Jail population; and,

Whereas, the parties desire to execute this MOU for another, subsequent term of one (1) year during the Board's approaching FY2022 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. Memorandum Term. This MOU shall be effective commensurate with the Board's FY2022, for a period of one (1) year commencing on July 1, 2021 and continuing to June 30, 2022. Attached hereto as Exhibit "A" and incorporated herein is a copy of the original Memorandum of Understanding, effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail. Exhibit "A" sets forth the overall structure of this collaborative arrangement and services to be provided by the mental health professional position.
2. Financial Contributions. The Board is responsible for making payment to Maryhaven in the amount of up to \$98,935.43, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for

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20% of this cost in the amount of up to \$19,787.07. Attached hereto as Exhibit "B" and incorporated herein is the Budget and Proposal for the mental health professional position for FY2022.

3. Obligations of the Parties. The parties agree to continue to provide the support and services as set forth in Exhibits "A" and "B" and such other services as they mutually agree will enhance the provision of mental health services at the Delaware County Jail.

4. All Other Terms Remain in Effect. Except as modified herein, all terms and conditions of the attached Exhibits "A" and "B" shall remain in full force during the period of this MOU.

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

**10
RESOLUTION NO. 21-927**

IN THE MATTER OF APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND RECOVERY & PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR RECOVERY & PREVENTION RESOURCES:

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

WHEREAS, the Sheriff and the Sheriff's Office Staff recommend approval of the Second Amendment to the Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Second Amendment to the Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources:

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Delaware County Jail and Recovery & Prevention Resources**

This is the Second Amendment to the Memorandum of Understanding (hereinafter "MOU") between Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., (hereinafter "RPR") and Delaware County, Ohio (hereinafter the "County").

WHEREAS, the parties previously entered into a MOU effective January 1, 2019, regarding addiction and mental health treatment programs for incarcerated men and women returning to Delaware County upon release.

WHEREAS, the parties desire to so renew the MOU and to amend it in accordance in herewith.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the MOU shall be renewed for an additional term of one (1) year commencing on January 1, 2021 and continuing to December 31, 2021, the MOU shall be amended as follows:
1. Section 3.1 of the MOU shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

3.1 This MOU shall be effective from January 1, 2021 through December 31, 2021 with four (3) additional one (1) year renewable periods as annually approved by both Parties.

Except for the provisions amended by this document, all other provisions of the MOU shall remain in in full force and effect and unchanged.

EXHIBIT A

**Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program Budget for
the period from January 1, 2021 through December 31, 2021**

		01/01/21 through 12/31/2021 <u>(12 months)</u>
	<u>FTE's</u>	
Salaries & Wages		
Therapist Hours	.25 FTE	\$22,750.20

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Clinical Director .	05 FTE	**Included in blended rate**
Total		\$22,750.20
Fringe Benefits		**Included in blended rate**
Total Expenses		\$22,750.20

Narrative:

- RPR therapists assigned to this program will provide direct services to program participants and complete necessary documentation per the attached MOU. Estimated time involved: 43.33 hours per month.
- Clinical Director will provide clinical supervision per OhioMHAS Standards and CARF Regulations.
- Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental, vision, life and LTD insurance premiums and pension.

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

**11
RESOLUTION NO. 21-928**

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriation

From:	To:	
10016101-5320	10016101-5450	8,000.00
Board of Elections/Software & Computer Services	Board of Elections/Machinery, Equipment & Furniture	

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

**12
RESOLUTION NO. 21-929**

IN THE MATTER OF APPROVING A REVISED QUOTE AND STATEMENT OF WORK RELATED TO THE ONLINE SUBSCRIPTION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DUDE SOLUTIONS, INC., FOR ASSET ESSENTIALS SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES:

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

WHEREAS, on September 25, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-984, approving an Online Subscription Agreement with Dude Solutions, Inc., for an Asset Essentials software subscription and support services; and

WHEREAS, the Delaware County Regional Sewer District utilizes the software and services, including additional features approved in 2019; and

WHEREAS, the Sanitary Engineer recommends approval of additional upgrades to the software and services in accordance with a revised quote and statement of work from Dude Solutions, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the revised quote and statement of work related to the Online Subscription Agreement with Dude Solutions, Inc.

(A copy of the Online Subscription Agreement and revised quote and statement of work are available in the Sanitary Engineer’s Office and in the Commissioners’ Office until no longer of administrative value)

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

**13
RESOLUTION NO. 21-930**

IN THE MATTER OF APPROVING A WORK AGREEMENT WITH THE RAVINES AT MEADOW RIDGE LLC AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS IN CONJUNCTION WITH THE 2021 SEWER REHABILITATION PROJECT:

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

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WHEREAS, the Sanitary Engineer recommends approval of a work agreement in conjunction with the 2021 Sewer Rehabilitation Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Work Agreement with The Ravines at Meadow Ridge LLC:

WORK AGREEMENT

by and among
THE RAVINES AT MEADOW RIDGE LLC,
and

THE BOARD OF DELAWARE COUNTY COMMISSIONERS

The Ravines at Meadow Ridge LLC [the "Owner"], the Owner of parcel number 41814001005003, situated in Delaware County, Ohio [the "Property"], in consideration of there being no costs, assessments, or other expenses to Owner for the work hereinafter described, hereby authorizes the Board of Delaware County Commissioners [the "Board"], and its duly authorized employees, agents, and contractors to enter upon the Property for the purposes of performing the work described in Exhibit A attached hereto and by this reference incorporated herein.

This authority to enter granted to the Board shall commence on 10/1/2021 and will terminate on 5/31/2022.

The work described in Exhibit A shall be performed in accordance with the plans and specifications prepared by the Board for the construction and/or improvement of sanitary service associated with the 2021 Sanitary Sewer Rehabilitation Project.

Owner hereby releases the Board and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said plans and specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the Board. The Board agrees to comply and require its *Independent Contractor(s)* to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the activities of the Board or its *Independent Contractor(s)* hereunder, including but not limited to, the construction, use, operation, maintenance, repair and service of the improvements, associated equipment and appurtenances thereto. All work shall be performed under the supervision of the specifying Ohio registered engineer and substantially meeting all engineer design requirements.

The Board will require its independent contractor(s) to clean up and remove all construction debris from Owner's lands promptly after completion of installation and construction of the improvements. The Board shall require in any of its contracts with its independent contractor(s) that the independent contractor(s) shall indemnify, defend, and hold harmless the Owner, and Owner's heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the independent contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owner and the Board and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owner and the Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

14
RESOLUTION NO. 21-931

IN THE MATTER OF APPROVING A WORK AGREEMENT WITH KEVIN W. WENNER AND BETH D. WENNER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS IN CONJUNCTION WITH A MANHOLE CONE REPLACEMENT:

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

WHEREAS, the Sanitary Engineer recommends approval of a work agreement in conjunction with the manhole cone replacement;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Work Agreement with Kevin W. Wenner and Beth D. Wenner:

WORK AGREEMENT
by and among
KEVIN W. AND BETH D. WENNER,
and
THE BOARD OF DELAWARE COUNTY COMMISSIONERS

Kevin W. and Beth D. Wenner [the "Owners"], the Owners of the property located at 3808 Lewis Center Road, bearing parcel number 31813402004001, situated in Delaware County, Ohio [the "Property"], in consideration of there being no costs, assessments, or other expenses to Owners for the work hereinafter described, hereby authorizes the Board of Delaware County Commissioners [the "Board"], and its duly authorized employees, agents, and contractors to enter upon the Property for the purposes of performing the work described in Exhibit A attached hereto and by this reference incorporated herein.

This authority to enter granted to the Board shall commence on 9/27/2021 and will terminate on 11/30/2021.

The work described in Exhibit A shall be performed in accordance with the Construction and Materials Specifications of the Delaware County Regional Sewer District.

Owners hereby release the Board and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the Board. The *Independent Contractor(s)* is responsible for complying in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the construction, use, operation, maintenance, repair and service of the improvements, associated equipment and appurtenances thereto. All work shall be performed under the supervision of the specifying Ohio registered engineer and substantially meeting all engineer design requirements.

The Board will require its independent contractor(s) to clean up and remove all construction debris from Owners' lands promptly after completion of installation and construction of the improvements.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owners and the Board and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owners and the Board.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Delaware County Commissioners and Kevin W. Wenner and Beth D. Wenner, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

15
RESOLUTION NO. 21-932

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 1731 TIMBER LAKE DRIVE, DELAWARE, OH 43015:

It was moved by Mr. Benton, seconded by Mrs. Lewis to certify the Sanitary Sewer Capacity Charges as follows:

WHEREAS, the owner of 1731 Timber Lake Drive, Delaware, Ohio 43015 has requested to make a tap connection to the Delaware County sewer system; and

WHEREAS, the owner of 1731 Timber Lake Drive, Delaware, Ohio 43015 has requested to pro-rate the charges over a 10 year period by certifying the charges to the tax duplicate, in accordance with Delaware County policy; and

WHEREAS, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

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NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware, Ohio approves certifying the capacity charges as follows:

1731 Timber Lake Drive, Delaware, Ohio 43015

In the amount of \$4,050.00 with a \$825.17 finance charge (pro-rated over a 10 year period), making a total of \$4,875.17 for placement on the tax duplicate. Bi-annual payment being \$243.76.

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

16

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

17

RESOLUTION NO. 21-933

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-TR1782-0.00, REED PARKWAY, PHASE 1:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-TR1782-0.00, Reed Parkway, Phase 1 (the "Improvement"), which includes the construction of a new 3-lane road extending west from Lackey Old State Road for 1101 feet along with related drainage improvements;

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

Section 1. The specifications and estimate for the project known as DEL-TR1782-0.00, Reed Parkway, Phase 1, are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, October 25, 2021, at which time they will be publicly received and read aloud, for the project known as:

**DEL-TR1782-0.00
Reed Parkway, Phase 1**

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before June 24, 2022. The estimated commencement of work date is November 14, 2021.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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 Delaware County. The Board reserves the right to reject any or all bids.

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Delaware Gazette Advertisement Dates:
October 7, 2021

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

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RESOLUTION NO. 21-934

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES AGREEMENT 2021-2 WITH TRC ENGINEERS, INC.:

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

WHEREAS, the County Engineer recommends approval of General Engineering Services Agreement No. 2021-2 between the Delaware County Board of Commissioners and TRC Engineers, Inc.;

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

**PROFESSIONAL SERVICES AGREEMENT
General Engineering Services**

This Agreement is made and entered into this 4th day of October, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and TRC Engineers, Inc., 1382 W Ninth St., Suite 400, Cleveland, Ohio 44113 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide general engineering services (the “Services”) to the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be further described in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:
Delaware County General Engineering Services 2021-2 Scope of Services dated 8-16-2021.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3.
- 4.2 The County Engineer may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the County Engineer determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) 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 Services.

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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.

County Engineer:

Name: Delaware County Engineer
Attn: Ryan J. Mraz, Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Naureen Dar, P.E.

Address of Firm: 1382 West Ninth Street, Suite 400

City, State, Zip: Cleveland, Ohio 44113

Telephone: 216-344-3072

Email: ndar@trccompanies.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 County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the County 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; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the County Engineer and shall complete the services within 24 months from said date. No extensions will be provided without prior written approval.
- 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 County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 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 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.

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Any subsequent modifications to this Agreement shall not take effect unless and until approved in a written modification signed by both Parties.

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 subconsultants 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 services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

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.

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- 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 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 work 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

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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.

GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO

Scope of Services

Delaware County General Eng Serv 2021-2
Scope of Services Date: 8-16-21
PID No. Various

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

- Roadway Design
- Plan Review
- Intersection Design
- Bridge Design
- Bridge Inspection (not including Underwater Bridge Inspection)
- Surveying Services
- Traffic Studies
- Preparation of Right of Way Descriptions/Plans
- Lighting Design
- Traffic Signal Design
- Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be 24 months from authorization.

The total amount of this agreement shall not exceed \$300,000.00.

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

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RESOLUTION NO. 21-935

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RELEASING CONSTRUCTION BONDS FOR WOODCREST CROSSING SECTION 2; LIBERTY GRAND DISTRICT SECTION 1, PHASE A; LIBERTY GRAND DISTRICT SECTION 1, PHASE B; LIBERTY GRAND DISTRICT SECTION 2, PHASE A; LIBERTY GRAND DISTRICT SECTION 2 PHASE B; AND HOWARD FARMS SECTION 1, PHASE B:

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

Woodcrest Crossing Section 2

WHEREAS, the roadway construction has been completed for the project known as Woodcrest Crossing Section 2 (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 **\$283,200** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$283,200 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond

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being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$283,200 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Liberty Grand District Section 1, Phase A

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 1, Phase A (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 **\$145,300** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$145,300 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$145,300 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Liberty Grand District Section 1, Phase B

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 1, Phase B (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 **\$34,800** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$34,800 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$34,800 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Liberty Grand District Section 2, Phase A

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 2, Phase A (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 **\$124,300** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$124,300 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$124,300 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Liberty Grand District Section 2, Phase B

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 2, Phase B (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 **\$34,700** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$34,700 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$34,700 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Howard Farms Section 1, Phase B

WHEREAS, the roadway construction has been completed for the project known as Howard Farms Section 1, Phase B (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 **\$55,000** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, Homewood Corporation (the "Owner") has provided a maintenance bond in the amount of \$55,000 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$55,000 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

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RESOLUTION NO. 21-936

IN THE MATTER OF ACCEPTING THE ROAD, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE SURETY FOR IRONWOOD SUBDIVISION:

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

WHEREAS, the Engineer has reviewed the roadway construction of the road within Ironwood Subdivision (the "Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- Ironwood Road, to be known as Township Road Number 1784; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the

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Subdivision:

- On Township Road Number 1784, Ironwood Road, at its intersection with Township Road Number 54, Plantation Road; and

WHEREAS, the Engineer requests approval to return the cash surety being held as maintenance surety to the owners, Gregory and Kari Shackley;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the road, approves speed limits, established stop conditions, and releases surety in accordance with the Engineer’s recommendations stated herein.

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

**21
RESOLUTION NO. 21-937**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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:

Permit #	Applicant	Location	Type of Work
UT21-0175	Del-Co Water	Home Road	Relocate waterline
UT21-0176	AT&T	Alston Grove Drive	Directional Bore

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

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ADMINISTRATOR REPORTS**

Dawn Huston, Deputy Administrator

-OpenGov is open starting today for departments to start inputting their budgets.

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COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Benton

- Attended the CEBCO board meeting Friday morning.
- Attended the dedication of the Bradford-Milligan Residence Hall at Ohio Wesleyan.
- The Smith Hall renovations are complete at Ohio Wesleyan.
- Attended a dedication of a statue at Boardman Arts Park Saturday afternoon.
- The Land Bank will meet tomorrow.
- The Historical Jail will have will officially be sold on Wednesday morning. Thank you to Aric Hochstetler for all his work with the proper paperwork. The Historical Society will hold a fundraiser on Saturday evening with proceeds going toward the renovation of the Historic Jail.

Commissioner Lewis

-Started the new wellness program for next year. Much easier than in previous years.

Commissioner Merrell

- Attended the opening ceremony for the 2nd annual fishing tournament benefiting Veterans.
- Would like to appoint Mark Fowler a board member on the Mainstreet Delaware Board.

**24
RESOLUTION NO. 21-938**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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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; employment; compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 21-939

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 21-940

IN THE MATTER OF ADJUSTING THE COMPENSATION OF THE ACTING COUNTY ADMINISTRATOR AND STAFF ATTORNEY:

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

WHEREAS, on September 2, 2021, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 21-811, approving the designation of an acting county administrator, effective at 4:30 PM on September 3, 2021, and fixing the compensation for the acting county administrator, pursuant to section 305.29 of the Revised Code; and

WHEREAS, on December 21, 2020, the Board adopted Resolution No. 20-1179, continuing the employment of legal counsel for 2021 and fixing the compensation for legal counsel, pursuant to section 309.09 of the Revised Code;

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

Section 1. The Board hereby fixes the compensation of the acting county administrator at \$135,000 per annum, plus all fringe benefits already awarded pursuant to prior resolutions and Board policies, effective October 2, 2021. As additional compensation, the acting county administrator shall earn a lump sum payment of \$1,000 per month of service as acting county administrator, earned on the last day of each month or the last day of service in each month, with service for less than a full month prorated per diem. The first lump sum payment of \$933.33 shall be considered to have been earned as of September 30, 2021.

Section 2. The Board hereby fixes the compensation of the staff attorney at \$125,000 per annum, plus all fringe benefits already awarded pursuant to prior resolutions and Board policies, effective October 2, 2021.

Section 3. The acting county administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

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

RECESS 11:15 AM/RECONVENE 1:00 PM

RESOLUTION NO. 21-941

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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;

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

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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. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 21-942

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners