

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2022**

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

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

1
RESOLUTION NO. 22-01

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 27, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 27, 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

3
RESOLUTION NO. 22-02

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0112 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0112:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0112, memo transfers in batch numbers MTAPR0122 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2200014 (Fuelman)	Facilities fuel services	10011106-5228	\$35,500.00

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

4
RESOLUTION NO. 22-03

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUEST:

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

The Job and Family Services Department is requesting its employees attend various trainings, business meetings, continuing education classes and conferences held throughout 2022 at the total cost of \$13,400 from the following fund number numbers: 22411601 (\$200), 22411604 (\$500), 22411605 (\$12,200) and 70161603 (\$500.00).

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

5
RESOLUTION NO. 22-04

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JANUARY 27, 2022; THURSDAY FEBRUARY 3, 2022; AND MONDAY FEBRUARY 14, 2022:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Commissioners' sessions scheduled for Thursday January 27, 2022; Thursday February 3, 2022; and Monday February 14, 2022.

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

6
RESOLUTION NO. 22-05

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, ANDREW P. WECKER, REQUESTING ANNEXATION OF 23.398 ACRES OF LAND IN TROY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Benton, seconded by Mr. Merrell to acknowledge that on January 7, 2022, the Clerk to the Board of Commissioners received an annexation petition request to annex 23.398 acres from Troy Township to the City of Delaware.

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

7
RESOLUTION NO. 22-06

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds		
From	To	
10011102-8500	27426313-8400	12,000.00
Commissioners General/Advance Out	Crime Victims Grant/Advance In	
10011102-8500	27426314-8400	42,000.00
Commissioners General/Advance Out	Crime Victims CASA/Advance In	
10011102-8500	27526315-8400	5,250.00
Commissioners General/Advance Out	State Victim Asst Grant/Advance In	

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

8
RESOLUTION NO. 22-07

IN THE MATTER OF APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HYLAND SOFTWARE, INC.:

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

WHEREAS, the Director of the Data Center recommends approval of an amendment to the License Agreement with Hyland Software, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an amendment to the License Agreement with Hyland Software, Inc., as follows:

Amendment to Underlying License Agreement

This Amendment to Underlying License Agreement (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) (the “Amendment Effective Date”), by and between Hyland Software, Inc. (hereinafter referred to as “Hyland”), 28500 Clemens Road, Westlake, Ohio 44145, and Delaware County Commissioners (hereinafter referred to as “Customer”), 10 Court Street, Delaware, Ohio 43015.

RECITALS:

WHEREAS, Customer is a party to a click-through End User License Agreement, as amended (the “Underlying License Agreement”), which has been accepted by Customer and governs the Customer’s licenses to the Existing Software.

WHEREAS, Customer wishes to amend the Underlying License Agreement to permit Townships (as defined herein) to be added as “Permitted Users” (as defined herein) under the Underlying License Agreement and in accordance with the terms and conditions set forth in the Underlying License Agreement.

WHEREAS, Customer and Hyland wish to enter into this Amendment to document such permitted usage by the Townships.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and intending to be legally bound, Hyland and Customer enter into this Amendment and agree as follows:

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1. DEFINED TERMS:

(a) Capitalized terms used in this Amendment and not defined in this Amendment are used herein with the same meanings as such terms have under the Underlying License Agreement. From and after the Amendment Effective Date, the term “EULA” as used in the Underlying License Agreement and as used in this Amendment shall mean and refer to the EULA as amended by this Amendment.

(b) The following additional defined terms are added to the Underlying License Agreement:

“Existing Software” means the Software licensed by Customer prior to the Amendment Effective Date.

“Permitted User” means a Township for which Customer has paid the applicable fees for access to the Existing Software or Subscription Software, as applicable.

“Subscription Fees” means periodic fees for the licensing of Software licensed under this Amendment, and payable by Customer to Hyland’s authorized solution provider.

“Subscription Software” means the Software licensed under this Amendment and at any time under the Underlying License Agreement after the Amendment Effective Date.

“Townships” means townships located in Delaware County, Ohio, and each a “Township”.

2. SUBSCRIPTION SOFTWARE: The parties agree that all Subscription Software will be licensed to Customer on a subscription basis in accordance with the EULA, and that the terms of this Amendment shall not apply to Existing Software, which shall continue to be licensed on a perpetual basis. Accordingly, Hyland and Customer agree that, with respect to Subscription Software, as of the Amendment Effective Date, the Underlying License Agreement shall be amended as follows:

(a) **License; Term:**

(i) Customer’s right to use the Subscription Software licenses as set forth in the Underlying License Agreement shall be subject to Customer’s payment in full of the Subscription Fees and, unless terminated earlier in accordance with the terms of the Underlying License Agreement, the term of such Subscription Software license shall be an initial term of 3 (three) years (the “Initial Term”) from the date of acceptance of the initial purchase order for Subscription Software from Customer, and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the license and associated Maintenance and Support for such Subscription Software shall terminate at the end of the then current term. Customer’s right to terminate the Underlying License Agreement for convenience shall not apply to the Customer’s subscription to the Subscription Software; Customer may elect not to renew its subscription to the Subscription Software after the Initial Term as described in this provision.

(ii) The parties mutually agree that, in addition to the uses of the Subscription Software permitted under the EULA, subject to the provisions of this Amendment, the Subscription Software may be used by Permitted Users solely for the purpose of capturing, storing, processing and accessing Customer’s data. Except as provided above with respect to the Permitted Users, the Subscription Software may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. Permitted Users shall use the Subscription Software only in compliance with all of the provisions of the Underlying License Agreement and this Amendment. Customer further agrees that, in connection with any use of the Subscription Software by any Permitted User, the Subscription Software shall not be copied and installed on additional servers unless Customer has purchased a license therefore, and, unless otherwise agreed in writing between the parties, the number of users of the Subscription Software shall not exceed the number of users permitted by the Subscription Software Client licenses purchased by Customer.

(iii) Customer agrees that it shall be responsible for compliance with the EULA by each Township and any breach of the EULA that any Township commits. Customer shall take any reasonable actions requested by Hyland to remedy any such breach, which would include, but not be limited to, terminating access to the Subscription Software by the applicable Township(s).

(b) **Subscription Fees:** Customer will be invoiced upon acceptance of the purchase order for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the

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applicable invoice. For any subsequent years, Customer will be invoiced for Subscription Fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by Customer on or before the beginning of such year. In the event Customer licenses additional Subscription Software modules under the Agreement, Customer will be invoiced for Subscription Fees for such additional Subscription Software modules on a pro rata basis upon acceptance of the purchase order for such additional Subscription Software modules. Such invoice shall be due and payable by Customer in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. Thereafter, Subscription Fees relating to such additional Subscription Software shall be included in the subsequent invoices issued with respect to the existing licensed Subscription Software. Except as otherwise provided in this Amendment, in relation to Subscription Software, any reference in the Underlying License Agreement to Software license fees and Maintenance and Support fees (or maintenance fees) shall mean Subscription Fees.

- (c) **Infringement Indemnification:** In the event Customer is entitled to a refund of fees paid under a IP infringement indemnification provision of the Underlying License Agreement with respect to the Subscription Software, notwithstanding anything to the contrary in the Underlying License Agreement, the amount of such refund shall be the “unused portion of prepaid Subscription Fees” (as defined below) paid by Customer, with respect to the infringing portion of the Subscription Software. For these purposes, the “unused portion of the prepaid Subscription Fees” shall mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Subscription Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

3. **PERMITTED USERS:**

- (a) The parties agree that subject to the provisions of this Amendment, upon the Amendment Effective Date, in addition to the uses of the Existing Software permitted under the EULA, the Existing Software may be used by Permitted Users: (a) only in compliance with all of the provisions of the EULA and (b) solely for the purpose of capturing, storing, processing and accessing such Permitted User’s data. Except as provided above with respect to the Permitted Users, the Existing Software may not be used for the processing of third-party data as a service bureau, application service provider or otherwise.
- (b) Customer agrees that it shall be responsible for compliance with the EULA by each Township and any breach of the EULA that any Township commits. Customer shall take any reasonable actions requested by Hyland to remedy any such breach, which would include, but not be limited to, terminating access to the Existing Software by the applicable Township(s).
- (c) Customer further agrees that, in connection with any use of the Existing Software by any Permitted User, the Existing Software shall not be copied and installed on additional servers unless Customer has purchased additional Software licenses. The number of users of the Existing Software shall not exceed the number of users permitted by the Existing Software client licenses purchased by Customer.

4. **OTHER TERMS UNAFFECTED:** In all other respects the Underlying License Agreement remains in full force and effect. Except as otherwise expressly stated in this Amendment, the Existing Software is subject to all the same terms and conditions applicable to Software under the Underlying License Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date:

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

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RESOLUTION NO. 22-08

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ADULT COURT SERVICES:

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

Supplemental Appropriation

25422311-5001	Pre-Sentence Investigation/Compensation	9,504.00
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

10
RESOLUTION NO. 22-09

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND

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FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children/foster children; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, gift cards, stuffed animals, sports gear, arts and crafts, etc.; and

WHEREAS, these donations along with the donations of other area businesses, agencies, and area residents provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Adventure Church:	\$ 1,075.00
United Way of Delaware County:	\$ 5,000.00
Liberty Presbyterian Church:	\$10,800.00
Westerville Mom’s Club:	\$ 1,000.00
Delaware Grace Church:	\$ 3,750.00
Lifepoint Church:	\$ 2,000.00
Smoky Row Children’s Center:	\$ 1,380.00
New Hope Church:	\$ 5,625.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donations for a total amount of \$30,630 to the Delaware County Department of Job and Family Services and thanks New Hope Church, United Way of Delaware County, Liberty Presbyterian Church, Delaware Grace Church, Lifepoint Church, Adventure Church, Westerville Mom’s Club, and Smoky Row Children’s Center for their thoughtful generosity and commitment to the children and families of Delaware County.

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

**11
RESOLUTION NO. 22-10**

IN THE MATTER OF AMENDING A PROCUREMENT CARD FOR THE FACILITIES DEPARTMENT:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	County Commissioners
Office/Department:	<u>Facilities/Maintenance</u>
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$ 5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

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Name on Card: Randy Ormeroid

Department Coordinator: Janette Adkins

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

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RESOLUTION NO. 22-11

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR CLARKSHAW MOORS SECTION 4, NORTHLAKE PRESERVE SECTION 1 AND NORTHLAKE PRESERVE SECTION 2:

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

Clarkshaw Moors Section 4

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Clarkshaw Moors Section 4 (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.03 mile to Township Road Number 1713, Meadowhaven Drive
- An addition of 0.37 mile to Township Road Number 1718, Pyke Drive
- An addition of 0.03 mile to Township Road Number 1742, Quail Landing
- Windkeep Way, to be known as Township Road Number 1806; and

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

- On Township Road Number 1713, Meadowhaven Drive, at its intersection with Township Road Number 1718, Pyke Drive
- On Township Road Number 1742, Quail Landing, at its intersection with Township Road Number 1718, Pyke Drive
- On Township Road Number 1806, Windkeep Way, at its intersection with Township Road Number 1718, Pyke Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC;

Northlake Preserve Section 1

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northlake Preserve Section 1 (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.06 mile to Township Road Number 1757, Comorant Drive
- Venstrom Drive, to be known as Township Road Number 1807
- Blackwell Drive, to be known as Township Road Number 1808
- Bradbury Drive, to be known as Township Road Number 1809
- Holbrook Drive, to be known as Township Road Number 1810
- Otter Tail Drive, to be known as Township Road Number 1811; and

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

- On Township Road Number 1757, Comorant Drive, at its intersection with Township Road Number 1807, Venstrom Drive and Township Road Number 1808, Blackwell Drive
- On Township Road Number 1807, Venstrom Drive, at its intersection with Township Road Number 1808, Blackwell Drive
- On Township Road Number 1809, Bradbury Drive, at its intersection with Township Road Number 1224, Fourwinds Drive
- On Township Road Number 1810, Holbrook Drive, at its intersection with Township Road Number 1809, Bradbury Drive
- On Township Road Number 18811, Otter Tail Drive, at its intersection with Township Road Number 1808, Blackwell Drive; and

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

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WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC;

Northlake Preserve Section 2

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northlake Preserve Section 2 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.20 mile to Township Road Number 1810, Holbrook Drive
- An addition of 0.06 mile to Township Road Number 1811, Otter Tail Drive; and

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

- On Township Road Number 1810, Holbrook Place, at its intersection with Township Road Number 1811, Otter Tail Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC;

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 roads, establishes stop conditions, approves speed limits, and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

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RESOLUTION NO. 22-12

IN THE MATTER OF ESTABLISHING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR LIBERTY GRAND DISTRICT SECTION 5:

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

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 5 (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 **\$43,100** (10% of the original construction estimate) and 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 \$43,100 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 \$43,100 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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

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RESOLUTION NO. 22-13

IN THE MATTER OF APPROVING A WORK AGREEMENT FOR LIBERTY GRAND BOULEVARD DRAINAGE REMEDIATION:

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

WHEREAS, the Engineer recommends approving the Work Agreement for Liberty Grand Boulevard

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Drainage Remediation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Work Agreement for Liberty Grand Boulevard Drainage Remediation:

WORK AGREEMENT
PROJECT NUMBER:
21128

THIS AGREEMENT, executed on this 13th day of January, 2022, between, NICKOLAS SAVKO & SONS, INC. hereinafter called "CONTRACTOR" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Liberty Grand Blvd Drainage Remediation, further identified as Project Number 21128 is governed by the following considerations to wit:

Said CONTRACTOR is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

CONTRACTOR shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The CONTRACTOR shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The CONTRACTOR shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within six (6) months from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The CONTRACTOR further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

The CONTRACTOR shall, within thirty (30) days of completion of construction, submit "as-built" drawings of the improvements, which plans shall become the property of the COUNTY COMMISSIONERS and remain in the office of the Delaware County Engineer.

The CONTRACTOR shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The CONTRACTOR shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The CONTRACTOR shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The CONTRACTOR shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the CONTRACTOR and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the CONTRACTOR become unable to carry out the provisions of this AGREEMENT, the CONTRACTOR'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the CONTRACTOR or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"	
CONSTRUCTION COST ESTIMATE	\$20,000.00
CONSTRUCTION BOND AMOUNT	\$20,000.00
MAINTENANCE BOND AMOUNT	N/A
INSPECTION FEE DEPOSIT	N/A

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

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RESOLUTION NO. 22-14

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR GREGORY ROAD CR 96 IMPROVEMENTS AND NORTHSTAR PRESTWICK ROAD:

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Gregory Road CR 96 Improvements and Northstar Prestwick Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Gregory Road CR 96 Improvements and Northstar Prestwick Road, as follows:

Gregory Road CR 96 Improvements

OWNER'S AGREEMENT
PROJECT NUMBER: 21089

THIS AGREEMENT made and entered into this 13th day of January, 2022 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and D.R. Horton- Indiana, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Gregory Rd CR 96 Improvements which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$94,700.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**".
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of \$7,600.00 estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than August 1, 2022**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **COUNTY ENGINEER** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final

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acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$94,700.00
CONSTRUCTION BOND AMOUNT	\$94,700.00
MAINTENANCE BOND AMOUNT	\$9,500.00
INSPECTION FEE DEPOSIT	\$7,000.00

Northstar Prestwick Road

OWNER'S AGREEMENT

PROJECT NUMBER: 21117

THIS AGREEMENT, executed on this 13th day of January, 2022, between Northstar Residential Development LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Northstar Prestwick Road further identified as Project Number 21117 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements,

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unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Fifty Two Thousand Dollars and No Cents (\$52,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$2,641,100.00
CONSTRUCTION BOND AMOUNT	\$2,641,100.00
MAINTENANCE BOND AMOUNT	\$264,230.00
INSPECTION FEE DEPOSIT	\$52,000.00

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RESOLUTION NO. 22-16

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SECLUDED ACRES CAD:

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

WHEREAS, JET RE I, LLC, has submitted the Plat of Subdivision (“Plat”) for Secluded Acres CAD and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on November 22, 2021; and

WHEREAS, the Delaware Public Health District has reviewed said Plat for conformance with their Regulations and approved said Plat on November 22, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformance with their Regulations and approved said Plat on November 22, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on December 1, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on December 6, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on January 4, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Secluded Acres CAD:

Secluded Acres CAD

Situated in the State of Ohio, County of Delaware, Township of Concord and being part of Farm Lot 9 & 10, Section 2, Township 3, Range 19. Being a subdivision of 20.527 acre original parcel conveyed to JET RE LLC, an Ohio Limited Liability Company in Official Record 1830, Pages 2498-2499 in the Delaware County Recorder’s Office. Cost: \$12.

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

18

RESOLUTION NO. 22-17

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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
UT21-0226	Suburban Natural Gas	Peachblow Road	Lay gas main
UT21-0227	Del-Co Water	Berlin Station Road	Install waterline
UT21-0228	Spectrum	Duncan Run Road	Place cable in ROW
UT21-0229	Del-Co Water	Byxbe Pkwy	Install waterline
UT22-0001	Spectrum	Fancher Road	Place cable in ROW
UT22-0002	MCI Metro	Frost Road	Road bore
UT22-0003	Columbia Gas	Goldwell Phase 2	Install gas main

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

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19**RESOLUTION NO. 22-18****IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH ROURKE ACQUISITION SERVICES, INC.:**

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

WHEREAS, the County Engineer has various projects that require right-of-way acquisition; and

WHEREAS, the County Engineer recommends approval of an agreement with Rourke Acquisition Services, Inc., for right-of-way acquisition services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with Rourke Acquisition Services, Inc., for Right-of-Way Acquisitions Services, as follows:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into this 13th day of January, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Rourke Acquisition Services, Inc., 1361 Haines Ave, Columbus, OH 43212 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide right-of-way appraisal, and review services in connection with miscellaneous County road improvement projects (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 The Services shall be more fully defined in rendered by the Consultant in accordance with the cost proposals and scope of services for each individual project approved by the Delaware County Engineer’s staff.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (“County Engineer”) as the agent of the County for this Agreement.
- 2.2 The County Engineer or his 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

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with each Cost Proposal noted in Section 1.3.
- 4.2 For all orders for Services made by the County Engineer, the Consultant shall prepare a proposal to complete the requested Services as detailed in the order. The Consultant shall not initiate Services on any order until the County Engineer issues written approval of the order.
- 4.3 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) 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.

5 NOTICES

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- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail on the Parties to the attention of the persons 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: Ryan J. Mraz, B.S.C.E.
Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2440

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: David Rourke

Address of Firm: Rourke Acquisition Services, Inc. 1361 Haines Ave

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-205-4083

Project Contact Email: drourke.rasinc@gmail.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 on the calculated percentage of Services performed to date in accordance with the Consultant’s Cost 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 the written authorization from the County Engineer and shall complete the Services on or before December 31, 2022.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under 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. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.

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

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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.

12.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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 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.

13.5 Proof of Insurance: Prior to the commencement of any work 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 work 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

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20**RESOLUTION NO. 22-19**

IN THE MATTER OF DECLARING NECESSITY TO IMPROVE CHESHIRE ROAD AND SOUTH GALENA ROAD INTERSECTION, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH 2LMN, INC., FOR THE PROJECT KNOWN AS DEL-CR72-7.50, CHESHIRE ROAD AND SOUTH GALENA ROAD INTERSECTION:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement, and may authorize such improvement; and

WHEREAS, the County Engineer has determined that a single lane roundabout at the existing 5-legged intersection is required to improve the safety and flow of traffic in the area (the "Improvement"); and

WHEREAS, section 305.15 of the Revised Code provides that, when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a board of county commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected 2LMN, Inc., through a qualifications-based selection process, has negotiated a scope and fee for the required engineering services, and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1. The Board finds that the Improvement is required for the traveling public's safety, convenience, and welfare.

Section 2. The Board determines that the costs for the Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement.

Section 3. The Board approves the following agreement for professional design services for the Improvement:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR72-7.50 ~ Cheshire Road and South Galena Road Intersection
Contract #E0869**

This Agreement is made and entered into this 13th day of January, 2022, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and **2LMN, Inc.**, 1105 Schrock Road, Suite 516, Columbus, Ohio 43229, ("Consultant"), each individually referred to herein as a "Party" and collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Cheshire Road and South Galena Road Intersection (DEL-CR72-7.50, PID 0869), consisting of a modern single-lane roundabout at the existing 5-legged intersection with such professional design services including the preparation of construction and right of way plans (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 The Services shall be more fully 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 fully incorporated into this Agreement:
 - 1.3.1 Scope of Services last revised: December 21, 2021
 - 1.3.2 Fee Proposal and Schedule last revised: December 21, 2021

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the "Project Manager" and agent of the County for this Agreement.

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- 2.2 The Project Manager shall have authority to review and order changes in writing, 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 and as follows:
- a. For all Services described in the Scope of Services and Fee Proposal as “Basic Services,” the lump sum fee shall be **\$259,011.46**.
 - b. For all Services described in the Scope of Services and Fee Proposal as “If Authorized Services,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$35,121.92**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$294,133.38** without a subsequent written modification signed by both Parties.
- 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 as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on 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: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: 2LMN, Inc.
James A. Hamilton, P.E.

Address of Firm: 1105 Schrock Road, Suite 516

City, State, Zip: Columbus, Ohio 43229

Telephone: 614-396-8960

Email: James.Hamilton@2LMN.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 Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request

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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 Project Manager and shall complete the Services by September 1, 2023.
- 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 Project Manager 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. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a writing 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 in performance of the services hereunder.

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.

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- 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.
- 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.

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- 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 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.

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

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RESOLUTION NO. 22-20

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE INTERNATIONAL ASSOCIATION OF EMTs AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU:

It was moved by Mr. Merrell, seconded by Mr. Benton to adopt, and authorize the County Administrator to execute, the following Memorandum of Understanding:

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Delaware County (Employer) and IAEP, Local R7-11(Union) for the purpose of modifying Article 20 Sick Leave in the Collective Bargaining Agreement (CBA) between them covering the term November 1, 2020 through October 31, 2023, SERB case number 2020-MED-08-0766.

Whereas there is an operational need to allow employees to utilize sick leave donation due to the ongoing COVID-19 pandemic. The employer desires to allow employees who do not have adequate sick leave balances to be eligible for sick leave donation from fellow bargaining unit employees to cover their isolation and/or quarantine period.

Whereas Article 20 Sick Leave will include an additional paragraph on sick leave donation which shall read as follows:

Sick leave donation will be allowed for EMS bargaining unit employees only for a period of forty-two (42) days beginning December 25, 2021 through February 4, 2022 for COVID isolation and/or quarantine issues only.

To be eligible for sick leave donation -

- o Employees must have a positive (+) COVID test OR be mandated to quarantine off-work.

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- o Employees must have exhausted all sick leave balances to be eligible for sick leave donation.
- o Employees are eligible for up to a maximum of 120 hours of donated sick leave for COVID isolation and/or quarantine.
- o Employees seeking sick leave donation must email Chief Fishel to initiate the process.

To donate sick leave -

- o Employees must maintain a sick leave balance of at least 200 hours post donation.
- o Sick leave donated will be "banked" and distributed to employees in need on as needed basis. Employees will not be able to specify who their donated leave is directed to.
- o Sick leave donated will remain in the employee's sick leave bank until used by pay period through the pay period ending February 4, 2022.
- o Employees seeking to donate sick leave must email Chief Fishel to initiate the process.

This MOU does not affect any other provision in the Collective Bargaining Agreement and shall not set precedent for future policy.

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

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ADMINISTRATOR REPORTS

Tracie Davies

- Met with some of the County’s elected officials for introductions. Will continue to meet the all elected.
- This past week kicked off the weekly meeting with Gilbane for construction updates on the Byxbe site.

Dawn Huston

- No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Would like to reiterate the comments send to all employees of Delaware County about staying home if they feel ill.
- Attended the Liberty Township Hall groundbreaking ceremony yesterday.
- Looking back at 2021 comments.

Commissioner Benton

- Thank you to all County staff for your dedication.
- The Land Bank will meet today at 2:00 PM.
- The State Capital budget proposals are due to Representative Carfagna or Senator Brenner by the middle of February.
- The ARPA final rules have been released.
- Congrats to the University of Georgia for their National Championship.

Commissioner Lewis

- Congrats to The Ohio State University on their Rose Bowl win.
- Participated in a conference call between United Way of Delaware County and Bridges/Community Action at the end of 2021.
- Thank you to Interim Director Rob Platte and Zach Dowley for their help in a Grant to help with rental assistance.
- Attended the Finance Authority meeting yesterday and sworn in new member, Mike Frommer and re-appointed member Kent Shafer.
- Attended the ground breaking ceremony for the Liberty Township Hall.

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RESOLUTION NO. 22-21

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

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

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

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

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Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation for a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 22-22

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 Absent Mrs. Lewis Aye Mr. Benton Aye

RECESS 11:35 AM/RECONVENE 12:30 PM

RESOLUTION NO. 22-23

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

It was moved by Mr. Merrell, 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; and

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

Sect 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. 22-24

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 Absent Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 22-25

IN THE MATTER OF APPROVING AN APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, TBD has applied for appointment to a term commencing immediately upon approval of this resolution and expiring on October 24, 2023; and

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Transit Board for the term specified herein:

Position	Appointee	Term Ends
DATA 6	Beth Easterday-Futryk	October 24, 2023

Section 2. The appointment approved herein shall take effect immediately upon approval of this resolution.

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

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RESOLUTION NO. 22-26

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on February 5, 2015, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 15-147, establishing the Berkshire Landing New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Berkshire Landing New Community Authority Board of Trustees, pursuant to Resolution No. 15-147 and section 349.04 of the Revised Code; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the board of trustees of the Berkshire Landing New Community Authority;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Berkshire Landing New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Seiji Kille	February 4, 2024
Citizen Member	David Stadge	February 4, 2024

Section 3. The re-appointments approved in this Resolution shall take effect on February 5, 2022.

Section 4. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

Vote on Motion Mr. Merrell Absent 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