

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 17, 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. 22-94

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 10, 2022:

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 February 10, 2022; 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. 22-95

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0216, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0216 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0216:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0216, memo transfers in batch numbers MTAPR0216, Procurement Card Payments in batch number PCAPR0216 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
FOX RUN (P2201467)	CHILD PLACEMENT	22511607-5342	\$35,000.00
NORTHEAST ADPT (P2201230)	CHILD PLACEMENT	22511607-5342	\$7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2202074	360WATER INC	ONLINE TRAINING SUBSCRIPTION	66211900 - 5320	\$9,850.00
R2202081	MOBILE HEALTH RESOURCES	EMS MAIL SURVEYS JAN-JULY 2022	10011303 - 5301	\$7,402.50
R2202117	RITE-WAY COMPLIANCE GROUP LLC	FOG BMP MUNICIPAL SOFTWARE RENEWAL	66211900 - 5320	\$5,382.50

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

4
RESOLUTION NO. 22-96

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE WATSON-FORD #25 DRAINAGE IMPROVEMENT PETITION PROJECT, THE VILLAS AT MAPLE CREEK DRAINAGE IMPROVEMENT PETITION PROJECT, AND THE HOOVER #61 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 20-43, granting the prayer of the petition for the Watson-Ford #25 Watershed Area Drainage Petition Project,

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directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules, and fixing January 9, 2022, as the date by which to file plans, reports, and schedules; and

WHEREAS, the Board adopted Resolution No. 20-752, granting the prayer of the petition for the Villas at Maple Creek Watershed Drainage Petition Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules, and fixing August, 27, 2022, as the date by which to file plans, reports, and schedules; and for the Villas at Maple Creek Watershed Area Drainage Petition Project; and

WHEREAS, the Board adopted Resolution No. 19-1014, granting the prayer of the petition for the Hoover #61 Watershed Area Drainage Petition project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and fixing October 11, 2021, which was later extended to October 10, 2022, as the date by which to file plans, reports, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, engineer review for the three referenced projects; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board shall set a date and time for a public hearing, which shall be not fewer than twenty-five nor more than ninety days after the filing date of the reports, plans, and schedules;

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

Section 1. The Board hereby approves January 9, 2024, as the extended date for filing of the reports, plans, and schedule for the Watson-Ford #25 Watershed Area Drainage Petition Project.

Section 2. The Board hereby approves August 27, 2024, as the extended date for filing of the reports, plans, and schedule for the Villas at Maple Creek Watershed Area Drainage Petition Project.

Section 3. The Board hereby approves October 10, 2024, as the extended date for filing of the reports, plans, and schedule for the Hoover #61 Watershed Area Drainage Petition Project.

Section 4. Upon filing of the reports, plans, and schedules for each project, the Clerk of the Board will prepare a resolution setting the date and time of the Public Hearing for a date not fewer than twenty-five nor more than ninety days after the filing date of the reports, plans, and schedules, and proper notification will be given to property owners in the affected watershed of the date and time of the hearing.

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

5
RESOLUTION NO. 22-97

IN THE MATTER OF APPROVING AMENDMENT #4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH M+A ARCHITECTS FOR THE RENOVATION OF THE BYXBE CAMPUS FOR COUNTY FACILITIES:

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

WHEREAS, the Director of Facilities recommends approval of Amendment #4 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment #4 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities:

Additional Services- Amendment No. 4 to Contract January 31,2022

Amendment to Contract between M+A Architects and Delaware County Board of Commissioners, Delaware County, Ohio, dated June 27, 2019, with Exhibit "A" to Contract Agreement- May 20, 2019 (Revision #1)- February 20, 2020 (Revision #2)- July 19, 2021 (Revision #3). (Delaware County Contract #2019-0310)

Reference: Additional Services as Described Below
Delaware County Byxbe Campus Phase II with Options IB and ID and Phase III Services with Parts 2.1 and 2.2

To: Jon, Melvin, Director of Facilities Delaware
County Facilities
1405 US Route 23 North
Delaware, Ohio 43015

Description of Additional Services:
The following is a brief description of the scope changes or Additional Services requested for the project;

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Location: Byxbe Campus, Delaware, OH
 Estimated Duration of Services: Concurrent with Existing contractual Services

Our Scope of Additional Services for this project includes the following:

PART 1: ADDITIONAL SERVICES AS A RESULT OF ADDITIONAL SCOPE, ADDITIONAL REQUIREMENTS AND ADDITIONAL REQUISITIONS DURING PROJECT DEVELOPMENT

This request for additional services is for the work entailed by M+A Architects, along with their consulting engineers and professionals, as has been enumerated in part by the document as issued by M+A Architects dated April 10, 2020 titled "Request for Fee Amendment for Additional Services - Byxbe Delaware Campus". The opinion of probable cost of construction from the original M+A Agreement with Delaware County had grown from \$22,536,010 on May 20, 2019 to \$27,628,906 for the Design Development Phase Opinion of Probable Cost issued on Nov. 6, 2019.

Along with the increase in the Estimate of Construction Cost and subsequent GMP, this Amendment is for the related additional architectural and engineering fees incurred for the added scope, as well as for Value Engineering Services provided to reduce overall construction costs.

PART 1 Total additional fees per the above referenced document: \$249,552.00

PART 2: ADDITIONAL SERVICES AS A RESULT OF VALUE ENGINEERING EFFORTS

This request for additional services is for work entailed by M+A Architects along with their consulting engineers and professionals to reduce the overall construction costs of the campus. These fees have been assessed at an hourly rate as outlined below:

Architectural services:	\$ 80,140.00
Mechanical, Electrical, Plumbing and FP Engineering services:	\$ 21,300.00
Structural Engineering services:	\$5,507.50
Civil Engineering Services:	\$6,506.25
Landscape Architecture Services:	\$ 1,680.00
Part 2 Total Additional Fees for Value Engineering Services:	\$115,133.75

PART 3: ADDITIONAL SERVICE CONSTRUCTION ADMINISTRATION FEES

This request for additional services is for work that will be required of M+A Architects along with their consulting engineers and professionals to execute Construction Administration in the current bidding, and escalation of costs environment. It is meant to cover the gap in construction administration fees between the Construction document phase Opinion of Probable cost and the final approved GMP contract amounts shown below

Final GMP Contract Amount (CMaR fees not included):	\$ 40,128,079.00
Construction document phase Opinion of Probable cost:	\$ 31,811,686.00
Change in cost of construction:	\$40,128,079.00-\$31,811,686.00= \$8,316,393.00
Fee Adjustment to cover the change in cost of construction:	\$8,316,393*7%= \$ 582,148.00
Calibration of fees (PART 3-PART1):	\$582,148.00-\$249,552.00=\$332,596.00
Part 3 Total Additional Fees for Construction Administration Services:	\$ 332,596.00

FEES

We propose to furnish the above Basic Services for the following fee:

PART 1 Total additional fees:	\$ 249,552.00
PART 2 Total additional Fees:	\$ 115,133.75
PART 3 Total additional Fees:	\$ 332,596.00
Total Fee this phase	\$ 697,281.75

Contract Fee Summary:

Original Contract Fee as Accepted (6/27/19):	\$ 1,683,030.00
Amendment No.1 to Contract – XD Design (12/9/19):	\$ 39,450.00
Amendment No.2 to Contract (2/29/2020):	\$ 82,220.00
Amendment No. 3 to Contract- Social Service Campus SD (7/19/21)	\$ 324,316.00
This Amendment No. 4 to Contract for Additional Services	\$697,281.75
New Contract Total with Amendments:	\$ 2,826,297.75

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Sincerely,



Lori Bongiorno, NCARB, LEED AP
Managing Principal
M+A Architects

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

6

RESOLUTION NO. 22-98

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH QUALITY MASONRY COMPANY, INC., FOR REMOVAL AND REPLACEMENT OF THE ROOF ON THE CUPOLA OF THE COUNTY’S HISTORIC COURTHOUSE:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Quality Masonry Company, Inc., for removal and replacement of the roof on the cupola of the County’s Historic Courthouse;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Quality Masonry Company, Inc., for removal and replacement of the roof on the cupola of the County’s Historic Courthouse:

SERVICES AGREEMENT

This Agreement is made and entered into this 17th day of February, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Quality Masonry Company, Inc., 1001 S. Prospect St., Suite 101, Marion, OH 43302-2351 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will perform removal and replacement of the roof on the cupola of the County’s Historic Courthouse, 91 N. Sandusky St., Delaware, OH (the “Services”).
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Proposal, dated January 24, 2022, attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes, commencement, and suspension 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 Contractor, 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 Contractor’s Proposal.
- 4.2 For all Services, the lump sum fee shall be \$49,800.00.
- 4.3 Total compensation under this Agreement shall not exceed \$49,800.00 without subsequent modification.

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- 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 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written notice to proceed from the Director and shall complete the Services in accordance with the Contractor's Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor 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.

8 INDEMNIFICATION

- 8.1 The Contractor 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 Contractor, 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.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor 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.
- 9.2 Automobile Liability Coverage: Contractor 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.
- 9.3 Workers' Compensation Coverage: Contractor 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

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- 10.1 Prohibited Interests: Contractor 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. Contractor 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.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work 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 Contractor 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.
- 10.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work 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.

Contractor 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

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employee hired for the performance of work 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.

Contractor 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.

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

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

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

**7
RESOLUTION NO. 22-99**

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #/Type	Make	Model	VIN/Serial Number	Mileage/Note
216/SEDAN	DODGE	2013 charger police	2C3CDXAG8DH594333	158,634
220/SUV	FORD	2013 police interceptor suv	1FM5K8AR1DGC40954	157,181
934/PICKUP	CHEVROLET	2011 Colorado	1GCHTCFE1B8108002	89,545
569/SEDAN	FORD	2011 cvpi	2FABP7BV9BX107791	151,610
562/SEDAN	FORD	2010 cvpi	2FABP7BV2AX134233	115,259
555/SEDAN	CHEVROLET	09 impala 3.9 L	2G1WS57M491276024	103,325
556/SEDAN	CHEVROLET	09 impala 3.9 L	2G1WS57M091276375	121,689
61/SEDAN	CHEVROLET	08 impala 3.9 L	2G1WS553281257304	130,002
177/SUV	CHEVY	08 TAHOE 4X4	1GNFK03078R247143	121,846
73/SUV	FORD	08 EXPL SLT 4.0L	1FMEU73E68UB17978	175,177
Transfer Switch	ASCO	260 amp 3 Phase	1418042 RE	Electrical

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

**8
RESOLUTION NO. 22-100**

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROPERTY WORX, LLC (ITB #20-02) FOR SNOW REMOVAL SERVICES:

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

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WHEREAS, the Director of Facilities recommends approving Amendment No. 1 to the Contract with Property Worx, LLC;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County approves the following contract Amendment No. 1 with Property Worx, LLC:

AMENDMENT NO. 1 TO SERVICES AGREEMENT
ITB #20-02 – Snow Removal Services

This Amendment No. 1 to the Services Agreement dated October 15, 2020 (the “Agreement”) is made and entered into on February 17, 2022, by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Property Worx, LLC, 4495 Marysville Road, Delaware, Ohio 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.3 of the Agreement shall be modified to increase the maximum total compensation to \$275,000.00.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

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

9
RESOLUTION NO. 22-101

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation

21111173-5365	Emergency Rental Assist Prog 2/Grant Related Services	117,000.00
21111173-5601	Emergency Rental Assist Prog 2/Grants In Aid	1,778,449.96

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

10
RESOLUTION NO. 22-102

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

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

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

WHEREAS, the County Engineer’s Office has a need for a 2022 Ram 5500 Chassis, 4WD for use in performing the office’s official duties; and

WHEREAS, the Board participates in the Sourcewell (formerly NJPA) cooperative purchasing program (the “Program”), and the 2022 Ram 5500 Chassis, 4 WD package is available for purchase via the Program;

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

Section 1. The Board hereby authorizes the purchase of one (1) 2022 Ram 5055 Chassis, 4 WD from Custom Truck One Source for the price of \$131,284.

Section 2. The purchase authorized in Section 1 shall be subject to the Program’s Contract #012418-TER, which is fully incorporated herein and of which the purchase order shall be made a part.

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Section 3. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

11

RESOLUTION NO. 22-103

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, OH, by OSU Extension, Delaware County on May 14, 2022, and June 11, 2022, at the cost of \$100.00 per session.

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the Addendum to the Permit Agreement between Delaware County and The Ohio State University, as follows:

**Addendum to Agreement
Between Delaware County and The Ohio State University**

The Parties agree that this Addendum is incorporated into the attached Delaware County agreement and has full force and effect. In the event of any conflict between Delaware County terms and this Addendum, the terms of this Addendum shall prevail.

The aforementioned Agreement shall be modified as follows:

1. INDEMNIFICATION:
 - a. Delete this section in its entirety.
2. FORCE MAJEURE/IMPOSSIBILITY:
 - a. Add the following to the end of the Agreement: "There shall be no penalty for any modification or cancellation due to any pandemic or epidemic, including but not limited to any further developments of the COVID-19 emergency."
3. COMPLIANCE WITH OHIO LAW / THIRD PARTY TERMS:
 - a. Delaware County acknowledges that University is an instrumentality of the State of Ohio and as such is subject to Ohio law, including but not limited to Ohio Revised Code Section 9.27. ORC 9.27 requires that no State contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does, such provisions are void ab initio. Delaware County further acknowledges that neither this Agreement nor any subsequent Addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to the University.

To the extent that Delaware County requires the use of third-party products or services, it agrees and acknowledges that University cannot accept any third-party terms that are contrary to Ohio Law. Delaware County further agrees that to the extent it determines to use such third-party products and services, Delaware County must accept such terms solely on its own behalf, and not flow down such terms to the University.

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator

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-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- CORSA met last Friday.
- CCAO will meet tomorrow.
- Will be attending the State of the City today.
- Land Bank will meet at 1:00 today.

Commissioner Benton

- Land Bank will meet at 1:00 today. The Demolition grant program will be a topic of discussion.
- COYC will meet this afternoon. Commissioner Merrell will be joining the Board officially today.
- MORPC met last week. Was a participant in the panel discussion.
- Spoke to Karla Herron at the Board of Elections concerning the possibility of having two primary elections this spring. They are in need of clarity from the State concerning redistricting, costs, and a number of other concerns.
- MORPC submitted their comprehensive Economic Development District plans to the State of Ohio Economic Development Department.

Commissioner Lewis

-No reports.

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RESOLUTION NO. 22-104

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND THE CONSIDERATION OF THE INVESTIGATION OF CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE, OFFICIAL, LICENSEE, OR REGULATED INDIVIDUAL AND FOR PENDING OR IMMINENT LITIGATION:

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;

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 appointment of a public employee or public official and the consideration of the investigation of charges or complaints against a public employee, official, licensee, or regulated individual and for pending or imminent litigation.

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

RESOLUTION NO. 22-105

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners