

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 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. 22-294**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 14, 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 April 14, 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
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**2
PUBLIC COMMENT**
-None.

**3
RESOLUTION NO. 22-295**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0415:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0415 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2202765	PC&R PAINTING INC	PAINTING - CARNEGIE BUILDING	40111402 - 5328	\$ 12,225.00
R2202808	JP MORGAN CHASE BANK NA	BOND INTEREST PAYMENTS - REFUNDING	50111117 - 5720	\$ 98,808.00
R2202808	JP MORGAN CHASE BANK NA	BOND PRINCIPAL PAYMENT - REFUNDING	50111117 - 5725	\$1,510,000.00
R2202809	US BANK	BOND INTEREST PAYMENTS -REFUNDING	50111117 - 5720	\$1,082,950.00
R2202809	US BANK	BOND PRINCIPAL PAYMENT - REFUNDING	50111117 - 5725	\$ 100,000.00
R2202810	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS - CFOA	50211119 - 5720	\$ 539,700.20
R2202810	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT - CFOA	50211119 - 5725	\$ 339,999.80
R2202811	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720	\$ 979.10
R2202811	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725	\$ 3,063.34
R2202811	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$ 906.66
R2202811	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$ 2,836.66
R2202813	US BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720	\$ 23,900.00
R2202813	US BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725	\$ 140,000.00

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R2202813	US BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$ 22,150.00
R2202813	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$ 130,000.00
R2202814	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - CHADWICK	52211141 - 5720	\$ 547.50
R2202814	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - CHADWICK	52211141 - 5725	\$ 25,000.00
R2202814	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HARDIN	52311142 - 5720	\$ 181.77
R2202814	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HARDIN	52311142 - 5725	\$ 8,300.00
R2202815	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF A	52411143 - 5720	\$ 254.04
R2202815	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF A	52411143 - 5725	\$ 11,600.00
R2202815	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF B	52411143 - 5720	\$ 37.23
R2202815	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF B	52411143 - 5725	\$ 1,700.00
R2202816	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - WINDING CREEK	52511144 - 5720	\$ 1,644.82
R2202816	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - WINDING CREEK	52511144 - 5725	\$ 9,428.00
R2202816	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SCOTT LATERAL	52611145 - 5720	\$ 1,698.13
R2202816	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SCOTT LATERAL	52611145 - 5725	\$ 9,733.00
R2202816	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HAVENS	52711146 - 5720	\$ 1,657.01
R2202816	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HAVENS	52711146 - 5725	\$ 9,497.00
R2202817	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - FANCHER	52811147 - 5720	\$ 1,989.60
R2202817	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - FANCHER	52811147 - 5725	\$ 7,197.00
R2202817	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - RUDER EAST	52911148 - 5720	\$ 1,174.10
R2202817	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - RUDER EAST	52911148 - 5725	\$ 4,247.00
R2202818	TREASURER, DELAWARE COUNTY	BOND INTEREST PAYMENTS - RUDER WEST	53011149 - 5720	\$ 4,673.56
R2202818	TREASURER, DELAWARE COUNTY	BOND PRINCIPAL PAYMENT - RUDER WEST	53011149 - 5725	\$ 23,991.00
R2202818	TREASURER, DELAWARE COUNTY	BOND INTEREST PAYMENTS - THOMAS #9	53111150 - 5720	\$ 1,058.94
R2202818	TREASURER, DELAWARE COUNTY	BOND PRINCIPAL PAYMENT - THOMAS #9	53111150 - 5725	\$ 5,436.00
R2202819	US BANK	BOND INTEREST PAYMENTS - OLENTANGY CROSSING TIF	44411439 - 5720	\$ 14,475.00
R2202819	US BANK	BOND PRINCIPAL PAYMENT - OLENTANGY CROSSING TIF	44411439 - 5725	\$ 85,000.00
R2202820	US BANK	BOND INTEREST PAYMENTS - SAWMILL TAX BOND	58011181 - 5720	\$1,332,500.00

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R2202820	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL TAX BOND	58011181 - 5725	\$ 945,000.00
R2202821	US BANK	BOND INTEREST PAYMENTS - SEWER REVENUE BONDS	66311901 - 5720	\$ 380,637.50
R2202821	US BANK	BOND PRINCIPAL PAYMENT - SEWER REVENUE BONDS	66311901 - 5725	\$ 420,000.00
R2202821	US BANK	BOND INTEREST PAYMENTS - ALUM CREEK	66311901 - 5720	\$ 149,350.00
R2202821	US BANK	BOND PRINCIPAL PAYMENT - ALUM CREEK	66311901 - 5725	\$2,655,000.00
R2202835	C & C ELECTRIC MOTOR SERVICE LLC	SLUDGE BLOWER 5 MOTOR (ASSET ID DCRSD00507)	66211900 - 5428	\$ 6,697.00

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

**4
RESOLUTION NO. 22-296**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting that Robert Anderson attend a National Public Employee Labor Relations Association (NPELRA) Annual Training in Austin, Texas June 26-29, 2022; at the cost of \$2,700.00

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

**5
RESOLUTION NO. 22-297**

**IN THE MATTER OF SUPPORTING AN APPLICATION FOR OHIO BROWNFIELD
REMEDATION PROGRAM FUNDING FOR REAL PROPERTY LOCATED AT 54 LINCOLN
AVENUE, DELAWARE, OHIO, AND APPROVING A PARTNERSHIP AGREEMENT WITH THE
DELAWARE COUNTY LAND REUTILIZATION CORPORATION IN FURTHERANCE
THEREOF:**

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

WHEREAS, the State of Ohio, through its Department of Development, has authorized funding for a Brownfield Remediation Program (the "Program") to assist in the remediation of abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances; and

WHEREAS, the real property located at 54 Lincoln Avenue, Delaware, Ohio, has been identified as a potentially eligible property under the Program in need of remediation in order to proceed with beneficial redevelopment; and

WHEREAS, the Delaware County Land Reutilization Corporation is an eligible applicant under the Program, provided it has entered into an agreement with a unit of local government to work in conjunction on the project for the purposes of the Program and is willing and able to coordinate with the owners of the subject property to submit an application under the Program; and

WHEREAS, the Delaware County Board of Commissioners (the "Board"), for and on behalf of Delaware County, a unit of local government as defined for the purposes of the Program under OAC 122:31-1-03, is supportive of the proposed project and application;

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

Section 1. The Board hereby supports an application for Program funding for the real property located at 54 Lincoln Avenue, Delaware, Ohio, and encourages the Ohio Department of Development to award funding for this important redevelopment effort.

Section 2. The Board hereby approves a Partnership Agreement, in substantially the form attached hereto, with the Delaware County Land Reutilization Corporation, providing for said entity to serve as the eligible applicant in cooperation with the property owners and whereby Delaware County will work in conjunction with the applicant on the project to achieve the purposes of the Program.

Section 3. The Board hereby authorizes the County Administrator to approve the final form of and execute the

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Partnership Agreement on behalf of the Board and to approve and execute any other necessary documents in support or furtherance of the Partnership Agreement or the Program application on behalf of the Board.

Section 4. The Board hereby directs the Clerk to certify a copy of this Resolution to the Delaware County Land Reutilization Corporation.

Section 5. This Resolution shall be effective immediately upon adoption.

**PARTNERSHIP AGREEMENT WITH
DELAWARE COUNTY LAND REUTILIZATION CORPORATION,
DELAWARE COUNTY, OHIO**

*Brownfield Remediation Program and Building Demolition and Site
Revitalization Program – Ohio Department of Development*

(R.C. 122.6511 & 122.6512)

Now comes the Delaware County Board of Commissioners, Delaware, Ohio, (hereinafter “County”) which will be serving as the “Unit of Local Government” as defined in Ohio Administrative Code 122:31-1-03, on behalf of eligible applicants of Delaware County, Ohio for the application and administration of the Brownfield Remediation Program and Building Demolition and Site Revitalization Programs (collectively, the “Programs”) of the State of Ohio Department of Development (hereafter “Department”) per R.C. 122.6511 & 122.6512.

The Delaware County Land Reutilization Corporation (hereinafter “Eligible Applicant”) is an eligible applicant, acting on behalf of Geoff Stafford and Jordan Lewis, private individuals, (also referred to as an “end user”) under Ohio Administrative Code Chapters 122:31 and 122:32 and the Department’s program details for both programs referenced herein.

Purpose:

The County and the Eligible Applicant (collectively, the “Parties”) have agreed to enter into this Agreement for the purposes of applying for grant funds held and dedicated to the Brownfield Remediation Program and the Building Demolition and Site Revitalization Programs being administered by the Department. The Parties agree that the County will serve as the Unit of Local Government for the applications thereto and, if grant funds are awarded as a result of the application(s), it shall manage and administer the completion of any and all terms required for any grant funds received.

Furthermore, the Eligible Applicant hereby expressly agrees to cooperate, comply with, report to, provide information to, and to adhere to any and all terms of the Programs should grant funds be received as a result of an application made on behalf of the Eligible Applicant by the County. Reporting requirements shall include no less frequently than quarterly reports to the County and/or the Department, and a final performance / completion report in accordance with the Programs’ requirements.

Acknowledgement of Notice, Review, and Acceptance of Program(s) Requirements and Expectations:

The Eligible Applicant acknowledges its agents, members, and/or representatives have reviewed the requirements, regulations, provisions, terms, and limits of both Programs described herein, including, but not limited to: R.C. 122.6511; R.C.122.6512; OAC 122:31; OAC 122:32; the Brownfield Remediation Program Guidelines and the Building Demolition and Site Revitalization Program Guidelines issued by the Ohio Department of Development. The Eligible Applicant acknowledges and agrees to abide by all terms and provisions included therein, in coordination with the County.

If grant funds are awarded as a result of an application submitted on behalf of or for the benefit of real property owned, managed, possessed or controlled by the Eligible Applicant (hereinafter a “Subject Property”), the Eligible Applicant agrees to coordinate any and all efforts with the County to fully and timely comply with the completion of the remediation, revitalization and/or demolition of the Subject Property in accordance with the Programs’ rules and regulations, and in compliance with all applicable state and federal laws, including, but not limited to all local, state, and federal regulations, policies and/or law regarding the treatment and/or removal of hazardous materials including, but not limited to: asbestos and lead-based paint.

The Eligible Applicant acknowledges and agrees that no action toward any Subject Property shall be taken without first securing any and all required permits from the local, state, and/or federal offices, including, but not limited to: from historical and/or governmental offices; acquisition of applicable demolition, building and/or work permits.

The Eligible Applicant further acknowledges and agrees that prior to any contracts / work being awarded and/or contracted for the purpose and furtherance of the Programs, all proposed agreements / contracts shall first be subject to the review and acceptance by the County, its agents, representatives, and counsel. All contracts awarded to contractors who may perform work for the benefit of the Programs, County, and/or Eligible Applicant shall, at a minimum, include the following provisions: prohibitions against collusion and “kickback” / reimbursement agreements between any of the Parties hereto and a contractor; acknowledgement of the applicable mandatory state wage pay-scales for the Programs; sufficient property and liability insurance

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coverage for all contractors awarded contracts; verification of all contractors’ compliance with applicable state Workers’ Compensation requirements and laws; verification that any contractor is not listed on any local, state or federal debarment lists; confirmation of certifications of drug-free and equal employment opportunity workplaces of the contractor; acknowledgements by any contractors of their knowledge of applicable State of Ohio ethics and conflicts of interest laws and regulations;

Access to Subject Property:

The Eligible Applicant does hereby commit and grant specific access to the County to the Subject Property located at:

54 West Lincoln Avenue Parcel No. 519-432-02-019-000
Delaware, Ohio 43015

for furtherance and completion of any and all requirements and expectations of the Programs, including site remediation, revitalization and/or demolition of some or all of the structures upon the Subject Property.

More specifically, the anticipated work to be undertaken on the Subject Property is as follows:

Scope of Work: Remediation of asbestos found in building materials and reported in ASBESTOS SURVEY, dated January 11, 2022, by Foust Engineering, Inc. Demolition of wraparound addition. Restoration of original dwelling unit.

Budget: Remediation of asbestos budget will be approximately \$105,000.00 and will be the subject of the brownfield grant application referenced above. Eligible Applicant and end users may thereafter also apply for a demolition grant from the Department—budget currently unknown.

Attachments: ASBESTOS SURVEY, dated January 11, 2022, by Foust Engineering, Inc.; subrecipient agreement between Eligible applicant and end users

Termination: Should the County and/or Department determine that the Eligible Applicant is failing to comply with any applicable term or provision of the Programs, this Agreement and the administration of any work on the Subject Property may be suspended immediately until or unless the Eligible Applicant corrects the issues identified by the County and/or Department. Should the Eligible Applicant fail to correct the identified issues in violation of this Agreement and/or other applicable rules, regulations or terms, the County and/or Department may choose to terminate this Agreement immediately.

Should this Agreement or an award of grant funds be terminated, the Eligible Applicant for which the grant funds were awarded agrees to reimburse the County and/or Department any and all funds which have been distributed as a result of the award of grant funds as soon as practicable but no later than Thirty (30) days following the termination of this Agreement.

Contractual Authority: The Eligible Applicant hereby submits that it has specific authority to enter into this Agreement and comply with all terms contained therein as a result of action taken ...[identify motion/resolution /authority to engage].

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

**6
RESOLUTION NO. 22-298**

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM BENJAMIN J. WATKINS:

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

WHEREAS, on April 18, 2022, the Board of Commissioners of Delaware County (the “Board”) received a request from Benjamin J. Watkins (the “Landowner”) for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Radnor Township on Hoskins Road, Radnor, Ohio, Parcel IDs #62020001035000 and 62020001036000, with collective acreage of approximately 100 acres; and

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy;

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

Section 1. The Board hereby supports the participation of the Landowner in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

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Section 2. The Board hereby certifies that the Landowner has, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowner and the Department of Agriculture, Office of Farmland Preservation.

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

7
RESOLUTION NO. 22-299

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM STB3 LLC:

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

WHEREAS, on April 18, 2022, the Board of Commissioners of Delaware County (the "Board") received a request from STB3 LLC (the "Landowner") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Kingston Township on Todd Street Road, Sunbury, Ohio, Parcel ID #51720001060012, with collective acreage of approximately 53.343 acres; and

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy;

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

Section 1. The Board hereby supports the participation of the Landowner in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowner has, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowner and the Department of Agriculture, Office of Farmland Preservation.

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

8
RESOLUTION NO. 22-300

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM JEFFREY C. LIGGETT:

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

WHEREAS, on April 18, 2022, the Board of Commissioners of Delaware County (the "Board") received a request from Jeffrey C. Liggett (the "Landowner") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Radnor Township on Watkins Road, Radnor, Ohio, Parcel ID's #62030001008000 and 62030001009000, with collective acreage of approximately 92.59 acres; and

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture

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as an important part of the area's economy;

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

Section 1. The Board hereby supports the participation of the Landowner in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowner has, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowner and the Department of Agriculture, Office of Farmland Preservation.

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

9
RESOLUTION NO. 22-301

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN H. HOWE CLAPPER AND KIMBI JO CLAPPER, CO-TRUSTEES OF THE CLAPPER FAMILY TRUST AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS 31-WD, DEL-CR91-1.85, BERLIN STATION ROAD RECONSTRUCTION OF TR92 (BRAUMILLER ROAD) AND CULVERT FOR WEISER RUN:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with H. Howe Clapper and Kimbi Jo Clapper, Co-Trustees of the Clapper Family Trust, for the project known as 31-WD, DEL-CR91-1.85, Berlin Station Road Reconstruction of TR92 (Braumiller Road) and Culvert for Weiser Run;

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

Section 1. The Delaware County Board of Commissioners approves the contract for sale and purchase with H. Howe Clapper and Kimbi Jo Clapper, Co-Trustees of the Clapper Family Trust, for the project known as 31-WD, DEL-CR91-1.85, Berlin Station Road Reconstruction of TR92 (Braumiller Road) and Culvert for Weiser Run as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 18th day of April, 2022, **H. Howe Clapper and Kimbi Jo Clapper, Co-Trustees of The Clapper Family Trust dated March 20, 2017, whose address is 1960 Berlin Station Road, Delaware, Ohio 43015**, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
31-WD
DEL-CR91-1.85, Berlin Station Road
Reconstruction of TR92 (Braumiller Road) and Culvert for Weiser Run

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Sixty-nine Thousand Seventy-Six and no/100 Dollars (\$69,076.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,

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- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters' rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in

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this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

10

RESOLUTION NO. 22-302

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR 2022 CULVERT SUPPLY CONTRACT:

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

**2022 Culvert Supply
Bid Opening March 29, 2022**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as 2022 Culvert Supply Contract;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Double Z Construction Company for the 2022 Culvert Supply Contract, as follows:

CONTRACT

THIS AGREEMENT is made this 18th day of April, 2022 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**2022 Culvert Supply Contract**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Three Hundred Ninety-Seven Thousand Five Hundred Dollars and Zero Cent (\$397,500.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

11
RESOLUTION NO. 22-303

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR HYATTS MEADOWS SECTION 1:

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

Hyatts Meadows Section 1

WHEREAS, Olentangy Falls II, Ltd., has submitted the Plat of Subdivision (“Plat”) for Hyatts Meadows Section 1, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 10, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 17, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and

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approved said Plat on February 22,2022; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on March 21, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Hyatts Meadows Section 1:

Hyatts Meadows Section 1

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 16, Quarter Township 4, Township 4, Range 19, United States Military Lands, containing 35.822 acres of land, more or less, said 35.822 acres being part of those tracts of land conveyed to Olentangy Falls II, LTD., by deeds of record in Official Record 1784, Page 242 and Official Record 1784, Page 245, Recorder’s Office, Delaware County, Ohio. Cost: \$66 (\$3.00 per buildable lot).

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

**12
RESOLUTION NO. 22-304**

IN THE MATTER OF RELEASING MAINTENANCE BOND FOR NORTHSTAR GOLDWELL SECTION 1:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northstar Goldwell Section 1 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and requests approval to return the bond being held as maintenance surety in the amount of \$208,000.00 to the owner, Northstar Residential Development, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the Engineer’s recommendations stated herein and releases the surety to the owner.

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

**13
RESOLUTION NO. 22-305**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT22-0053	Spectrum	E. Powell Road	Place cable in ROW
UT22-0054	Suburban Natural Gas	E. Powell Road	Lay gas main
UT2200055	Bright Energy	Wilson Road	Relocate gas main

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

**14
RESOLUTION NO. 22-306**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC., FOR THE PROJECT KNOWN AS DEL-CR 3642-0.00 BYXBE PARKWAY PHASE 1A:

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

DEL-CR 3642-0.00 BYXBE PARKWAY PHASE 1:

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WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners, Shelly & Sands, Inc., for the project known as DEL-CR 3642-0.00 Byxbe Parkway, Phase 1A;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Shelly & Sands, Inc., for DEL-CR 3642-0.00 Byxbe Parkway Phase 1A, as follows:

CONTRACT

THIS AGREEMENT is made this 18th day of April, 2022 by and between **Shelly & Sands, Inc., 1515 Harmon Avenue, Columbus, Ohio 43223**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-CR 3642-0.00, Byxbe Parkway, Phase 1A Project**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Million Eight Hundred Thirty-Nine Thousand Two Hundred Eighty-Four Dollars and Forty-Four Cents (\$2,839,284.44)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

15
RESOLUTION NO. 22-307

IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT AND ACCEPTANCE OF THE 2022 / 2023 PROGRAM COSTS BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Deputy County Administrator recommends approval of the Participation Agreement with the County Risk Sharing Authority (CORSA) and acceptance of the 2022-2023 program costs;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the County Risk Sharing Authority (CORSA) Participation Agreement and program costs, as

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follows:

2022 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the Delaware County Board of Commissioners (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2022 but actually executed on the 18th day of April, 2022.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program. "Anniversary Date" shall mean the 1st day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2025.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

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The Member further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- f. To follow the loss reduction and prevention programs and procedures established by CORSA.
- g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

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V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual Insurance Costs; and
- e. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2022 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

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If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

a. In the hiring of employees for the performance of work under this Participation Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates;

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and

b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:

Delaware County Board of Commissioners
91 N. Sandusky St.
Delaware, OH 43015

If to CORSA:

County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

EXHIBIT A SUMMARY OF COVERAGES

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability
- B. Law Enforcement Liability
- C. Automobile Liability
- D. Errors and Omissions Liability
- E. Ohio Stop Gap Employer's Liability
- F. Employee Benefits Liability
- G. Attorney Disciplinary Proceedings
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs

II. PRIVACY OR SECURITY LIABILITY

- A. Third Party Liability
- B. Privacy Response Expenses
- C. Regulatory Proceedings and Penalties
- D. PCI-DSS Assessments
- E. Electronic Equipment, Electronic Data and Network Interruption Costs
- F. Cyber Extortion Coverage

III. PROPERTY

- A. Direct Physical Loss or Damage
- B. Collapse
- C. Equipment Breakdown
- D. Additional Coverages

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IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty/Faithful Performance
- B. Loss Inside Premises
- C. Loss Outside Premises
- D. Money Orders and Counterfeit Paper Currency
- E. Depositors Forgery
- F. Fund Transfer Fraud
- G. Computer Fraud
- H. Social Engineering Fraud
- I. Dog Warden Blanket Bond



Invoice
2022/2023 CORSA Program Costs

Invoice R0300-PL2022R-1
Date 3/30/2022
Member Number 0300

Remit To:
County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Bill To: Delaware County Board of Commissioners
10 Court St., 2nd Floor
Delaware OH 43015

\$388,724.00
Net Due CORSA

Remit To: County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Invoice Number: R0300-PL2022R-1
Invoice Date: 3/30/2022
Member Number: 0300

Payment due within 30 days

Coverage Document Number	Coverage Effective Date	Description	Amount
R0300-PL2022R-1	5/1/2022	2022-23 CORSA Program Costs	\$448,836.00
		Total Member Credits	- \$60,112.00
NET DUE CORSA			\$388,724.00

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County Risk Sharing Authority
Delaware County Board of Commissioners
Program Cost Allocation – May 1, 2022

Property	\$161,504
Auto	\$14,704
General Liability	\$53,771
Public Officials	\$27,000
Law Enforcement Liability - Jail	\$50,375
Law Enforcement Liability – Non Jail	\$77,897
Foster Parents Liability	\$3,472
Total	\$388,724

Basis of Allocation		
Property (Total Covered Value)	EXAMPLE ONLY	2022 NUMBERS
A. Total Property Cost	\$52,500	\$161,504
B. Total Property Value	\$102,500,000	\$540,723,078
C. Cost/Value (A/B)	\$0.0005	
D. Dept. Property Value	\$1,000,000	
E. Cost of Dept. Covered Value (CXD)	\$500	
Auto (Total Vehicles not including trailers)		
A. Total Auto Cost	\$33,000	\$14,704
B. Total Number of Vehicles	155	275
C. Cost/Number Vehicles (A/B)	\$213	
D. Dept. Number of Vehicles	17	
E. Cost of Dept. Covered Autos (CxD)	\$3,621	
General Liability Payroll		
A. Total General Liability Cost	\$16,000	\$53,771
B. Total Payroll	\$14,500,000	\$68,026,052
C. Cost/Payroll (A/B)	\$0.0011	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. General Liability (CxD)	\$1,100	
Public Officials Payroll		
A. Total Public Officials Cost	\$25,000	\$27,000
B. Total Payroll	\$14,500,000	\$68,026,052
C. Cost/Payroll (A/B)	\$0.00170	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. Public Officials Liability (CxD)	\$1,700	

FURTHER BE IT RESOLVED, that the Commissioners approves the Purchase Order and Voucher to CORSA in the amount of \$388,724.00 from Organizational Key 60111901.

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-Looking forward to the State of the County tomorrow morning.

Dawn Huston, Deputy Administrator

-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-The State of the County is tomorrow.

Commissioner Benton

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- The Investment Committee met last Thursday. Main topics were inflation and interest rates
- Columbus State will hold a webinar tomorrow afternoon for the State of the Community”.
- The Ohio Department of Job and Family Services came to visit our JFS department last Thursday.
- Attended the lunch for the telecommunicators last Thursday.

Commissioner Lewis

- The OSU Spring Game was this weekend.
- The Investment Committee was good.

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RESOLUTION NO. 22-308

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

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:

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation.

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

RESOLUTION NO. 22-309

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

Jennifer Walraven, Clerk to the Commissioners