

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 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. 22-384

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 12, 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 May 12, 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. 22-385

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0513 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase P2201482 (DATA)	Transportation Services	22411601-5335	\$65,000.00

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

4
RESOLUTION NO. 22-386

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek, and Jeff Hall attend the WEFTEC 2022 Technical Exhibition & Conference at the Ernest N. Morial Convention Center in New Orleans, Louisiana from October 8 thru October 12, 2022 at a total cost of \$5,350.00 from fund 66211900.

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

5
RESOLUTION NO. 22-387

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM PICKLE SHACK, LLC (DBA PICKLE SHACK) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D1, D2 and D3 liquor license request for Pick Shack LLC (DBA Pickle Shack), located at 3218 US Hwy 42S, Delaware, Ohio 43015; and

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

6

RESOLUTION NO. 22-388

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTHS OF MARCH AND APRIL 2022:

It was moved by Mr. Benton seconded by Mr. Merrell to accept the Treasurer's Report for the months of March and April 2022.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

7

RESOLUTION NO. 22-389

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY JUNE 13, 2022; THURSDAY JUNE 16, 2022; THURSDAY JULY 21, 2022; AND MONDAY JULY 25, 2022:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Commissioners' sessions scheduled for Monday June 13, 2022; Thursday June 16, 2022; Thursday July 21, 2022; and Monday July 25, 2022.

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

8

RESOLUTION NO. 22-390

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JULY 14, 2022; THURSDAY AUGUST 4, 2022; AND THURSDAY AUGUST 11, 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Commissioners' sessions scheduled for Thursday July 14, 2022; Thursday August 4, 2022; and Thursday August 11, 2022.

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

9

RESOLUTION NO. 22-391

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of regular sessions of the Board at various times during June and July of 2022, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from June 13, 2022 through June 22, 2022, and from July 21, 2022 through July 27, 2022, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 22-65, which shall remain in full force and effect.

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

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

10

RESOLUTION NO. 22-392

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT, AND MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:

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

WHEREAS, the Judges and staff of the Delaware County Court of Common Pleas recommend approval of the first amendment to the contract with Maryhaven, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the a first amendment to the contract with Maryhaven, Inc., to perform services and provide assessments to be used by the Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction, as follows:

A FIRST AMENDMENT TO 2019-2022 CONTRACT FOR MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This First Amendment to 2019-2022 Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention In Lieu of Conviction (“First Amendment”) is entered into this May 16, 2022 by and between the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court (“Court”), whose principal place of business is located at 117 North Union Street, 500 Level, Delaware, Ohio 43015 (Board and Court collectively “County”) and Maryhaven, Inc. (“Contractor”), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207 (Individually “Party,” collectively “Parties”).

WHEREAS, the Parties entered into a 2019-2022 Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention In Lieu of Conviction dated July 18, 2022 (“Contract”); and,

WHEREAS, the Parties now desire to renew and amend the Contract.

NOW THEREFORE, the Parties agree as follows:

1. **Renewal:** The Contract is renewed beginning July 1, 2022 through June 30, 2025.
2. **Maximum:** The maximum amount payable under Sec. 9 of the Contract is increased from \$20,000 to \$40,000.
3. **Insurance:** In accordance with Sec. 26 of the Contract, the Contractor shall present updated certificates of insurance to the Court.
4. **Notices:** The contact information for the Contractor as listed in Sec. 32 of the Contract is updated as follows:

Contractor:
Adam Rowan
Interim CEO
Maryhaven, Inc.
1791 Alum Creek Drive
Columbus, Ohio 43207

Facsimile: (614) 445-7808

Email: Arowan@maryhaven.com

5. **Warranty Against Unresolved Findings for Recovery:** Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signature of its

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

authorized representative below, the Contractor certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

Adam Rowan
Interim CEO
Maryhaven, Inc.

- 6. **Personal Property Taxes:** By signature of its authorized representative below, the Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Adam Rowan
Interim CEO
Maryhaven, Inc.

- 7. **Signatures:** Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this document or has been duly authorized by his/her principal to sign this document on such principal's behalf and is authorized to bind such principal.
- 8. **Conflicts:** In the event of a conflict between the terms of the Contract and this First Amendment, this First Amendment shall prevail.
- 9. **Other Terms Unchanged:** All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

11

RESOLUTION NO. 22-393

IN THE MATTER OF APPROVING SCHOOL RESOURCE OFFICER INTERGOVERNMENTAL AGREEMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF; AND BIG WALNUT LOCAL SCHOOLS; OLENTANGY LOCAL SCHOOLS; BUCKEYE VALLEY LOCAL SCHOOLS; AND THE DELAWARE AREA CAREER CENTER:

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

WHEREAS, the Sheriff recommends approval of the following School Resource Officer Intergovernmental Agreements with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the School Resource Officer Intergovernmental Agreements with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center, as follows:

Big Walnut Local Schools:

Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies to the School as a School Resource Officer

Section 1: Parties to the Agreement

This Agreement is made and entered into this 16th day of May, 2022 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Big Walnut Local Schools, 110 Tippet Court, Sunbury, OH 43074 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. The School Resource Officer shall provide law enforcement

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits - 2022-2023 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
Wages	\$39.98	2080	\$83,158.40	\$2,100.00	\$85,258.40

	Insurance	OPERS	Workers Comp	Medicare	TOTAL
Benefits	\$27,211.80	\$15,431.77	\$852.58	\$1,236.25	\$44,732.40

Total Base Wages and Benefits - \$129,990.80

Number of School Resource Officers

1

Total Wages and Benefits

\$129,990.80

Total Annual Base Compensation

\$129,990.80

Total to be paid by School: \$129,990.80 x 50% = \$64,995.40

Total to be paid by County: \$129,990.80 x 50% = \$64,995.40

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office based on 2022 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker's Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate - 2022-2023 School Year

Wage Rate x 1.5	OPERS	Workers Comp	Medicare	Total OT Rate/Hr.
\$59.97	\$10.85	\$0.60	\$0.87	\$72.29

4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2022. Any overtime charges for a given month will be listed on the monthly invoice.

4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2023-2024 and 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2023 and 2024.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take effect July 1, 2022 and shall continue in full force and effect for three (3) years, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

- 11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Courts of Delaware County, Ohio.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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 in full force and effect.

Olentangy Local School District:

**Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies
to the School as a School Resource Officer**

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 16th day of May, 2022 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the “County”) and the Olentangy Local Schools, 7840 Graphics Way, Lewis Center, OH 43035 (the “School”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

- 4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits - 2022-2023 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
Wages	\$39.98	2080	\$83,158.40	\$2,100.00	\$85,258.40

	Insurance	OPERS	Workers Comp	Medicare	TOTAL
Benefits	\$27,211.80	\$15,431.77	\$852.58	\$1,236.25	\$44,732.40

Total Base Wages and Benefits -	\$129,990.80
Number of School Resource Officers	7
Total Wages and Benefits	<u>\$129,990.80</u>
Total Annual Base Compensation	<u>\$909,935.60</u>

Total to be paid by School:	\$909,935.60 x 50% = \$454,967.80
Total to be paid by County:	\$909,935.60 x 50% = \$454,967.80

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2022 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

- 4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate - 2022-2023 School Year

Wage Rate x 1.5	OPERS	Workers Comp	Medicare	Total OT Rate/Hr.
\$59.97	\$10.85	\$0.60	\$0.87	\$72.29

- 4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2022. Any overtime charges for a given month will be listed on the monthly invoice.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2023-2024 and 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2023 and 2024.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take effect July 1, 2022 and shall continue in full force and effect for three (3) years, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Courts of Delaware County, Ohio.

11.3. **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.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

11.4. **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.

11.5. **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 in full force and effect.

Buckeye Valley Local Schools:

**Intergovernmental Agreement: Assignment of Delaware County Sheriff’s Deputies
to the School as a School Resource Officer**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 16th day of May, 2022 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the “County”) and the Buckeye Valley Local Schools, 679 Coover Road, Delaware, OH 43015 (the “School”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits - 2022-2023 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
Wages	\$39.98	2080	\$83,158.40	\$2,100.00	\$85,258.40

	Insurance	OPERS	Workers Comp	Medicare	TOTAL
Benefits	\$27,211.80	\$15,431.77	\$852.58	\$1,236.25	\$44,732.40

Total Base Wages and Benefits - \$129,990.80

Number of School Resource Officers

2

Total Wages and Benefits

\$129,990.80

Total Annual Base Compensation

\$259,981.60

Total to be paid by School: \$259,981.60 x 50% = \$129,990.80

Total to be paid by County: \$259,981.60 x 50% = \$129,990.80

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2022 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate - 2022-2023 School Year

Wage Rate x 1.5	OPERS	Workers Comp	Medicare	Total OT Rate/Hr.
\$59.97	\$10.85	\$0.60	\$0.87	\$72.29

4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2022. Any overtime charges for a given month will be listed on the monthly invoice.

4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2023-2024 and 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2023 and 2024.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take effect July 1, 2022 and shall continue in full force and effect for three (3) years, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the School, nor shall the School’s employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Section 11: Miscellaneous Terms & Conditions

- 11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Courts of Delaware County, Ohio.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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 in full force and effect.

Delaware Area Career Center:

**Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies
to the School as a School Resource Officer**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 16th day of May, 2022 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

- 4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

Base Wages and Benefits - 2022-2023 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
Wages	\$39.98	2080	\$83,158.40	\$2,100.00	\$85,258.40

	Insurance	OPERS	Workers Comp	Medicare	TOTAL
Benefits	\$27,211.80	\$15,431.77	\$852.58	\$1,236.25	\$44,732.40

Total Base Wages and Benefits - \$129,990.80

Number of School Resource Officers

1

Total Wages and Benefits

\$129,990.80

Total Annual Base Compensation

\$129,990.80

Total to be paid by School: \$129,990.80 x 50% = \$64,995.40

Total to be paid by County: \$129,990.80 x 50% = \$64,995.40

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office based on 2022 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker's Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate - 2022-2023 School Year

Wage Rate x 1.5	OPERS	Workers Comp	Medicare	Total OT Rate/Hr.
\$59.97	\$10.85	\$0.60	\$0.87	\$72.29

4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2022. Any overtime charges for a given month will be listed on the monthly invoice.

4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2023-2024 and 2024-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2023 and 2024.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take effect July 1, 2022 and shall continue in full force and effect for three (3) years, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

- 11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Courts of Delaware County, Ohio.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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 in full force and effect.

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

12

RESOLUTION NO. 22-394

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARD FOR THE REGIONAL SEWER DISTRICT:

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

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

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3,

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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

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

Appointing Authority: County Commissioners
Office/Department: Regional Sewer District
Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50
Name on Card: Clinton Thames
Department Coordinator: Brittany Tuggle

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

13 RESOLUTION NO 22-395

IN THE MATTER OF APPROVING A CASH LEASE TO GAR-MAR FARMS FOR THE LEASE OF DELAWARE COUNTY FARM LAND LOCATED AT 6579 MOORE RD, DELAWARE, OHIO 43015:

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

WHEREAS, the Delaware County Regional Sewer District advertised to receive bids for the leasing of farm land located at the Lower Scioto Water Reclamation Facility, 6579 Moore Road, Delaware, Ohio 43015; and

WHEREAS, zero (0) bids were received; and

WHEREAS, the Sanitary Engineer recommends approval of a cash lease with Gar-Mar Farms for the farm land located at 6579 Moore Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, approves the following cash lease with Gar-Mar Farms:

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

- 1. This lease is made this 16th day of May, 2022, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Gar-Mar Farms, 6040 Dublin Road, Delaware, Ohio 43015, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant 44 acres of land for agricultural use, which land is identified in "Exhibit A" and situated in Concord Township and further described as Cropland of Delaware County Lower Scioto Water Reclamation Facility Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2022 crop year beginning on the 16th day of May 2022, at 12:00 p.m. (noon) and ending on December 31, 2022, or ten days after the crops are removed, whichever comes first.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$4,664.00, being computed at \$106.00 per tillable acre.

One-half of the annual rent shall be due and payable at the Delaware County Regional Sewer District,

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

50 Channing Street, Delaware, Ohio 43015 on or before May 23, 2022; the remaining one-half of the annual rent is due and payable on or before November 1, 2022 for the crop year.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservation District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. MISCELLANEOUS TERMS

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:
 - a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
 - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.

3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

In witness whereof, the parties have signed this lease on the date named in Section I.

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

14
RESOLUTION NO. 22-396

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE BERLIN BUSINESS PARK PUMP STATION AND BERLIN BUSINESS PARK FORCE MAIN PROJECTS:

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

WHEREAS, the Delaware County Regional Sewer District desires to bid the Berlin Business Park Pump Station Project and Berlin Business Park Force Main Project; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Berlin Business Park Pump Station Project and Berlin Business Park Force Main Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the projects known as Berlin Business Park Pump Station Project and Berlin Business Park Force Main Project and authorizes the Sanitary Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Legal Notices:

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
BERLIN BUSINESS PARK PUMP STATION PROJECT
CONTRACT NO. DCES 2-2022**

Sealed Bids for the construction of the BERLIN BUSINESS PARK PUMP STATION PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Wednesday, 6/15/2022**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor, material, equipment necessary to construct a new wastewater pumping station and all associated improvements as shown in the contract documents.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier's check or certified check must be at least TEN percent (10%) of the Bidder's maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder's maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer's Estimate is \$2,770,720.00

A pre-Bid conference will be held on **Wednesday, 6/1/2022** at **10:00 A.M.** by video conference call and at the Delaware County Regional Sewer District Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, Ohio 43035. To request a conference call-in invitation, contact Julie McGill at jmcgill@co.delaware.oh.us. Attendance at this conference is not required to bid but is encouraged. This conference will be held jointly with the pre-bid conference for a separate related project, Berlin Business Park Force Main Project, Contract 3-2022.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on **5/17/2022** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids".

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
BERLIN BUSINESS PARK FORCE MAIN PROJECT
CONTRACT NO. DCES 3-2022**

Sealed Bids for the construction of the BERLIN BUSINESS PARK FORCE MAIN PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Wednesday, 6/15/2022**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor, material, equipment necessary to construct approximately 13,175 linear feet of new sanitary force main along Lackey Old State Road as shown in the contract documents.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier's check or certified check must be at least TEN percent (10%) of the Bidder's maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder's maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer's Estimate is \$3,841,800.00

A pre-Bid conference will be held on **Wednesday, 6/1/2022** at **10:00 A.M.** by video conference call and at the Delaware County Regional Sewer District Alum Creek Water Reclamation Facility, 7767 Walker

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Wood Blvd, Lewis Center, Ohio 43035. To request a conference call-in invitation, contact Julie McGill at jmcgill@co.delaware.oh.us. Attendance at this conference is not required to bid but is encouraged. This conference will be held jointly with the pre-bid conference for a separate related project, Berlin Business Park Pump Station Project, Contract 2-2022.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on 5/17/2022 in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

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

15

RESOLUTION NO. 22-397

IN THE MATTER OF APPROVING A CONTRIBUTION AGREEMENT WITH NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC, FOR PRELIMINARY AND FINAL PROFESSIONAL DESIGN SERVICES FOR UPGRADES AT THE NORTHSTAR WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Northstar Residential Development, LLC, for preliminary and final professional design services for upgrades at the Northstar Water Reclamation Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Northstar Residential Development, LLC:

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of May, 2022, by and between the **DELAWARE COUNTY BOARD OF COMMISSIONERS** (the “County”), and **NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC** (the “Contributor”).

RECITALS

WHEREAS, the Contributor is the developer of the Northstar Development (the “Development”), which is serviced by the County’s Northstar Water Reclamation Facility (the “Facility”); and

WHEREAS, the treated wastewater from the Facility is discharged within the Development, pursuant to a land application management plan (“LAMP”) through the Ohio Environmental Protection Agency; and

WHEREAS, the County and the Contributor mutually acknowledge and agree that modifications to the LAMP, or alternative permitting options, are necessary and that upgrades to the Facility for full buildout would benefit both the County and the Contributor; and

WHEREAS, the County and the Contributor wish to cooperate in procuring preliminary and final professional design services necessary to proceed with the proposed modifications and upgrades;

NOW, THEREFORE, in consideration of the foregoing recitals, the County and the Contributor mutually agree as follows:

- 1) Upon execution of this Agreement and upon receipt of invoices for the professional services, the County will invoice the Contributor for their proportionate share (which is agreed to be 74%) of the invoice up to Two Hundred Twenty Seven Thousand One Hundred and Eighty Dollars (\$227,180.00), which is mutually agreed to be the Contributor’s proportional share of, and contribution toward, the cost and expense of the professional services contemplated herein. The County shall be responsible for the remainder of the cost and expense of the professional services.
- 2) The County shall, within 30 days of the execution of this Agreement, enter into a contract for the professional services contemplated herein, in accordance with the qualifications-based selection process set forth in sections 153.65, *et seq.*, of the Revised Code. The County shall have sole responsibility for administering the contract for the professional services but shall keep the Contributor reasonably informed of the progress thereof.
- 3) If the County should fail to proceed, or elect not to proceed, with the contract, then the County shall promptly reimburse the Contributor for the entire amount of the contribution provided for herein.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

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

16

RESOLUTION NO. 22-398

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR PRELIMINARY AND FINAL DESIGN SERVICES FOR THE NORTHSTAR WATER RECLAMATION FACILITY UPGRADES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Hazen and Sawyer for preliminary and final design services for the Northstar Water Reclamation Facility Upgrades;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Hazen and Sawyer:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on May 16th, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Hazen and Sawyer, 150 E. Campus View Boulevard, Suite 200, Columbus, OH 43235 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide preliminary design and final design of the Northstar Water Reclamation Facility (NWRf) Upgrades (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Exhibit A — Scope of Services and Exhibit B — Fee Proposal.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 For all Services identified in the Scope of Services and Fee Schedule as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in Exhibit B for such Services without prior approval from the County.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Seven Thousand Dollars (\$307,000) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Erik McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Hazen and Sawyer, Attn: Scott Phipps, PE

Address of Firm: 150 E Campus View Blvd, Suite 200

City, State, Zip: Columbus, OH 43235

Telephone: 614-396-8745

Email: sphipps@hazenandsawyer.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Sanitary Engineer and shall complete the Services no later than October 31, 2024.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or “if authorized”,

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

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

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

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

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

17

RESOLUTION NO. 22-399

IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION FOR EVANS FARM SECTION 3:

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

WHEREAS, on May 16, 2022, a Drainage Maintenance Petition for Evans Farm Section 3 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Evans Farms Section 3 located on South Old State Road in Orange Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$204,215.88 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 21 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$9,724.57 per lot. An annual maintenance fee equal to 2% of this basis (\$194.49) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,084.29 has been paid to Delaware County.

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

18

RESOLUTION NO. 22-400

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE HEATHERS AT GOLF VILLAGE SECTION 1:

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

WHEREAS, the Delaware County Engineer (the "Engineer") has received notice that a field modification was performed by the developer of The Heather's at Golf Village Section 1 within the drainage easement located over and across a part of Lot 5457 with the installation of an underdrain within a portion of said easement; and

WHEREAS, the Engineer has requested that this portion of the drainage easement be vacated as this modification was performed without the knowledge of or inspection by the Engineer; and

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

WHEREAS, the developer’s consulting engineer has received and approved the modification, and the Engineer has determined that the remaining easement is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of a portion of the Drainage Easement as described below and to include a marginal reference on the Plat of Record in official Record 1305, Page 2538, of this action to vacate this easement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Heathers at Golf Village Section 1, Liberty Township, Delaware County, as described as follows:

DESCRIPTION OF A 0.024 ACRE DRAINAGE EASEMENT VACATION

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lots 5457, 5458 and 5459 of the subdivision entitled “The Heathers at Golf Village Section 1”, of record in Official Record 1389, Page 2609, said Lots being part of that tract of land conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2538 (all references are to the records of the Recorder’s Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northwesterly corner of said Lot 5457, in the easterly right-of-way line of Timber Valley Drive;

Thence with said easterly right of way line and with the arc of a curve to the left, having a central angle of 01°40'32", a radius of 220.00 feet, an arc length of 6.42 feet and a chord that bears South 04°12'17" West, a chord distance of 6.42 feet to a point;

Thence South 03° 22' 07" West, with said easterly right-of-way line, a distance of 24.58 feet to a point;

Thence crossing said Lots the following courses and distances:

South 86° 37' 53" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING for this description;

South 86° 37' 53" East, a distance of 151.33 feet to a point;

South 03° 22' 07" West, a distance of 7.00 feet to a point;

North 86° 37' 53" West, a distance of 151.33 feet to a point; and

North 03° 22' 07" East, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 0.024 acre of land, more or less.

All references are to the records of the Recorder’s Office, Delaware County, Ohio. This description has been prepared by: Evans, Mechwart, Hambleton & Tilton, Inc.- Matthew A. Kirk, P.S. Professional Surveyor Number 7865.

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

19
RESOLUTION NO. 22-401

IN THE MATTER OF APPROVING DEVELOPER’S AGREEMENT FOR NELSON FARMS SECTION 3:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Nelson Farms Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Nelson Farms Section 3, as follows:

Nelson Farms Section 3:

DEVELOPER’S AGREEMENT

**PROJECT NUMBER:
22025**

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

HIS AGREEMENT made and entered into this 16th day of May, 2022, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and PULTE HOMES OF OHIO LLC, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The OWNER is constructing a development known as Nelson Farms Sec 3 (the "Development"), which will include a new roadway access to Liberty Road and contribute to the need for improvements to Liberty Road or other roadways in the vicinity of the Development which shall be constructed by the COUNTY (the "Improvements").
- 2) On or before May 1, 2023, the OWNER shall pay to the COUNTY Three Hundred Thirty One Thousand Dollars and No Cents (\$331,000.00), mutually agreed to be the OWNER'S proportional share of, and contribution toward, the cost and expense of the Improvements. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to Liberty Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The OWNER is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Three Hundred Thirty One Thousand Dollars and No Cents (\$331,000.00), payable to the BOARD OF COUNTY COMMISSIONERS, to insure the faithful performance of this AGREEMENT. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the OWNER, either directly or through its agents or contractors, performs any work within the COUNTY'S right-of-way, the OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to suspend or terminate any permit for access to or work within the COUNTY right-of-way.
- 6) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 7) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

20

RESOLUTION NO. 22-402

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR LIBERTY GRAND DISTRICT SECTION 7; LIBERTY GRAND DISTRICT SECTION 9; EVANS FARM SECTION 3; LANETTA SUBDIVISION, LOT 1233, DIVISION #1; PIATT PRESERVE EXTENSION SECTION 1; AND PIATT PRESERVE EXTENSION SECTION 2:

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

Liberty Grand District Section 7:

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty Grand District Section 7 including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District 7:

Liberty Grand District Section 7:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot D, Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 15.169 acres more or less, said 15.169 being comprised of a resub division of Lot 6166 of the subdivision entitled "Liberty Grand Communities "of record in Official Record 1793, Page 2847, said Lot being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705, Page 1453, Recorder's Office, Delaware, Ohio. Cost: \$105.00(\$3.00 per buildable lot)

Liberty Grand District Section 9:

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

Grand District Section 9 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District 9:

Liberty Grand District Section 9:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot D, Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 15.169 acres more or less, said 15.169 being comprised of a resub division of Lot 6166 of the subdivision entitled “Liberty Grand Communities” of record in Official Record 1793, Page 2847, said Lot being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705, Page 1453, Recorder’s Office, Delaware, Ohio. Cost: \$114.00(\$3.00 per buildable lot)

Evans Farm Section 3:

WHEREAS, Reserve at Evans Farm, LLC, has submitted the Plat of Subdivision for Evans Farm Section 3 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Evans Farm Section 3:

Evans Farm Section 3:

Situated in the Township of Orange, County of Delaware, State of Ohio, and being part of Farm Lot 1, Township 3, Range 18, US Military Survey Lands, also being 13.254 acres out of a 94.000 acre tract conveyed to Reserve at Evans Farm, LLC as described in Official Record 1764 Page 1023 County Recorder’s Office, Delaware, Ohio. Cost: \$180.00 (\$3.00 per buildable lot)

Lanetta Subdivision, Lot 1233, Division #1:

WHEREAS, Lisa K. Kluchurosky and Mary R. Rohrkemper, have submitted the Plat of Subdivision (“Plat”) for Lanetta Subdivision, Lot 1233, Division #1 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Lanetta Subdivision, Lot 1233, Division #1:

Lanetta Subdivision, Lot 1233, Division #1:

Situated in the Township of Genoa, County of Delaware, State of Ohio, being part of Farm Lot 3, Quarter Township 4, Township 3, Range 17 of the United States Military Lands, and being all of Lot 1233, Lanetta Subdivision, recorded in Plat Book 14, Page 128. Being a subdivision of Lot 1233 conveyed to Lisa K. Kluchurosky and Mary R. Rohrkemper, in Official Records Volume 1171, Page 863 in the Delaware County Recorder’s Office. Cost: \$6.00 (\$3 per buildable lot)

Piatt Preserve Extension Section 1:

WHEREAS, D.R. Horton- Indiana, LLC, has submitted the Plat of Subdivision (“Plat”) for Piatt Preserve Extension Section 1 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Piatt Preserve Extension Section 1:

Situated in the Township of Berlin and being a part of Farm Lot 23, Section 3, Township 4N, Range 18W, county of Delaware, State of Ohio, United States Military Lands, and being 22.659 acres being 17.184 acres out of 19.344 acre parcel, and being 5.475 acres out of a 26.056 acre parcel conveyed to D.R. Horton-Indiana, LLC by deeds of record in O.R. 1648, Page 887-897. All references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost: \$99.00 (\$3 per buildable lot)

Piatt Preserve Extension Section 2:

WHEREAS, D.R. Horton- Indiana, LLC, has submitted the Plat of Subdivision (“Plat”) for Piatt Preserve Extension Section 2 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Piatt Preserve Extension Section 2:

Piatt Preserve Extension Section 2:

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

Situated in the Township of Berlin and being a part of Farm Lot 23, Section 3, Township 4N, Range 18W, county of Delaware, State of Ohio, United States Military Lands, and being 17.011 acres, being 2.154 acres out of a 19.344 acre parcel, being 0.306 acres out of a 26.056 acre parcel conveyed to D.R. Horton-Indiana, LLC by deeds of record in O.R. 1648, Page 887-897, and being 14.551 acres out of a 15.143 acre parcel conveyed to D.R. Horton- Indiana, LLC, by being on file in the Office of the Recorder, Delaware County, Ohio. Cost: \$72.00 (\$3 per buildable lot)

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

21

RESOLUTION NO. 22-403

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN MATTHEW HILDEBRAND AND CORTNEY HILDEBRAND AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR91-3.45, BERLIN STATION ROAD:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Matthew Hildebrand and Cortney Hildebrand for the project know as DEL-CR91-3.45, Berlin Station Road;

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 Matthew Hildebrand and Cortney Hildebrand for the project known as DEL-CR91-3.45, Berlin Station Road as follows:

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 16th day of May, 2022, Matthew Hildebrand and Cortney Hildebrand, whose address is 3159 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 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
5-WD, T
DEL-CR91-3.45, Berlin Station Road

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 **Forty Thousand and no/100 Dollars (\$40,000.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT including additional items listed here: Delaware County agrees to remove the fence at their expense and leave for you to install after the completion of the project. They also agree to replace any damaged components in-kind (unpainted). Delaware County agrees to construct a driveway apron in the ROW off the new Piatt Road extension. Both the driveway apron on Berlin Station Road and Piatt Road will be poured concrete and reinforced to support heavy trucks. This 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,
- (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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022**

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, what ever 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 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.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

22

RESOLUTION NO. 22-404

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT22-0061	Verizon Wireless	Jewett Road	Place underground conduit to pole
UT22-0062	Century Link	Porter Central Road	Add additional ped
UT22-0063	Neesai CAD Designs	S. Old 3 C	Road bore
UT22-0064	CTL/Lumen	Miller Paul Road	Relocate facilities
UT22-0065	CTL/Lumen	Miller Paul Road	Relocate facilities
UT22-0066	AEP	Green Meadows Drive	Bore
UT22-0067	AT&T	South Old State Road	Place anchors and down guys
UT22-0068	Century Link	Sunbury Road	Relocate facilities

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

UT22-0069	Spectrum	Corduroy Road	Place cable in ROW
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Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

23

RESOLUTION NO. 22-405

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, A TRANSFER OF FUNDS AND A SUPPLEMENTAL APPROPRIATION FOR THE ENGINEER’S OFFICE:

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

Transfer of Appropriation

From:	To:	
10040421-5325	10040421-5801	3,480,000.00
Road & Bridge Proj/Maint Contracts	Road & Bridge Proj/Misc. Cash Transfer	

Transfer of Funds

From:	To:	
10040421-5801	42011438-4601	3,480,000.00
Road & Bridge Proj/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

Supplemental Appropriation

29214019-5325	Motor & Gas Const/Maint Contracts	3,466,948.72
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

24

RESOLUTION NO. 22-406

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds

From:	To:	
24820101-5801	10011102-4601	500,000.00
Title Administration/Misc. Cash Transfer	Commissioners General/Interfund Revenues	
10011102-5801	42011438-4601	792,811.73
Commissioners General/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	
10011102-5801	42011438-4601	1,999,020.00
Commissioners General/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	
10011102-5801	42011438-4601	500,000.00
Commissioners General/Misc. Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

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

25

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
 -Dawn Huston and I will be meeting with Montrose Group about the Economic Development’s Director applicants.
 -Was able to tour the Sheriff’s firing range on Friday morning. Thank you to Sheriff Martin and his staff for giving the tour.

Dawn Huston, Deputy Administrator
 -No reports.

26

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
 -Attended the City of Westerville’s State of the City last week.
 -Will be attending the State of the Business summit is tomorrow.
 -Attended the Rapid 5 luncheon last week.
 -Attended the MORPC meeting last week.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

Commissioner Merrell

- Will be attending the Foster Care Parent appreciate dinner tomorrow night.
- The Arts Festival was held downtown this past weekend.

Commissioner Lewis

- Attended the Lake of the Woods annual meeting yesterday.
- Westar has really taken off (Westerville).
- Will be attending the Foster Care Parent appreciate dinner tomorrow night.

27

RESOLUTION NO. 22-407

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

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

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

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

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

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

RESOLUTION NO. 22-408

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 10:37/RECONVENE 1:30P.M.

RESOLUTION NO. 22-409

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

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

RESOLUTION NO. 22-410

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2022

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners