

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 15, 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

10:00 A.M. Final Hearing For The Radnor Township Watershed No. 2015-1 Drainage Improvement Project

**1**  
RESOLUTION NO. 22-665

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 8, 2022 AND SPECIAL MEETINGS HELD AUGUST 11 AND AUGUST 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 August 8, 2022 and special meetings held August 11 and August 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

**3**  
RESOLUTION NO. 22-666

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0812:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0812 and Purchase Orders as listed below:

| <u>Vendor</u>            | <u>Description</u>               | <u>Account</u> | <u>Amount</u> |
|--------------------------|----------------------------------|----------------|---------------|
| <b>PO' Increase</b>      |                                  |                |               |
| (P2200014) FUELMAN       | MAINTENANCE & REPAIR             | 10011106-5228  | \$10,000.00   |
| (P2202464) COMMISSIONERS | OTHER SERVICES<br>Child Support  | 23711630-5380  | \$11,500.00   |
| (P2202464) COMMISSIONERS | RENTAL SERVICES<br>Child Support | 23711630-5335  | \$16,500.00   |

  

| <u>PR Number</u> | <u>Vendor Name</u>            | <u>Line Description</u>                     | <u>Account</u>  | <u>Amount</u> |
|------------------|-------------------------------|---|-----------------|---------------|
| R2203725         | A LOVING HEART YOUTH SERVICES | PLACEMENT CARE                              | 22511607 - 5342 | \$39,000.00   |
| R2203725         | A LOVING HEART YOUTH SERVICES | MSY 22 PLACEMENT CARE                       | 70161605 - 5342 | \$ 1.00       |
| R2203901         | BKM CONSTRUCTION              | REMOVE & REPLACE ASPHALT - EMS #9           | 40111402 - 5410 | \$14,250.00   |
| R2203969         | BEAR ENVIRONMENTAL            | HAUL LIQUID SLUDGE                          | 66211900 - 5380 | \$25,000.00   |
| R2203984         | HACH CO                       | REPLACEMENT TURBIDITY PROBE                 | 66211900 - 5228 | \$ 973.06     |
| R2203984         | HACH CO                       | PARTS FOR ACWRF REPLACEMENT TURBIDITY PROBE | 66211900 - 5450 | \$ 6,364.96   |
| R2203985         | APA INC                       | REPLACEMENT WAS ACTUATOR                    | 66211900 - 5450 | \$ 7,908.00   |
| R2203986         | SWE LLC                       | PERMIT FEE REFUND; COMMB2022-0170           | 10011301 - 5319 | \$ 5,990.10   |

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|          |                        |                                   |                    |             |
|----------|------------------------|-----------------------------------|--------------------|-------------|
| R2204005 | DELHI<br>LANDSCAPE INC | REPLACEMENT TREES<br>- COURTHOUSE | 40111402 -<br>5241 | \$ 9,935.00 |
|----------|------------------------|-----------------------------------|--------------------|-------------|

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

**4**

**RESOLUTION NO. 22-667**

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, REBECCA A. KELLEY, ESQ., REQUESTING ANNEXATION OF 0.301 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:**

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

WHEREAS, on July 14, 2022, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Rebecca A. Kelley, Esq., agent for the petitioner, of 0.301 acres, more or less, in Berkshire Township to the Village of Galena; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the Village of Galena or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 0.301 acres, more or less, from Berkshire Township to the Village of Galena.

|                |            |     |            |     |             |     |
|----------------|------------|-----|------------|-----|-------------|-----|
| Vote On Motion | Mr. Benton | Aye | Mrs. Lewis | Aye | Mr. Merrell | Aye |
|----------------|------------|-----|------------|-----|-------------|-----|

**5**

**RESOLUTION NO. 22-668**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Economic Development Department is requesting that Tyler Lane attend an Economic Development Financing Conference in Denver, Colorado November 1-4, 2022; at the of \$1,710.00 (fund number 21011113).

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

**6**

**RESOLUTION NO. 22-669**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD, THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE SPECIALIZED DOCKET SUBSIDY PROJECT FY2023:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO SPECIALIZED DOCKET SUBSIDY PROJECT  
FY2023**

**Background:**

The Ohio Department of Mental Health and Addiction Services ("OhioMHAS") has created the Specialized Dockets Subsidy Project (the "Project") to assist drug courts and other specialized dockets with funding to effectively manage addicted offenders in the community and to assist courts with their payroll costs for specialized court docket staff. Specialized dockets that target addicted parents charged with abuse/neglect/ dependency of their minor children are also eligible for funding from OhioMHAS.

The intent of the Project is to reduce commitments to the state prison system and to reduce the number of children who are permanently removed from their homes and instead to increase the

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number of children who can remain in their homes with protective supervision. The Court of Common Pleas, Delaware County, Ohio, General Division, (Drug Court and Mental Health Court) and the Court of Common Pleas, Juvenile Division, (Family Drug Court), (collectively, "the Court") are eligible for funding under the Project. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") will receive funding for the Project from the OhioMHAS via State General Revenue Fund #336425 and will be responsible for distributing funding to the participating Court on the basis of criteria adopted by OhioMHAS.

The parties to this Memorandum of Understanding ("MOU") wish to set forth their mutual understandings and respective obligations with respect to the Project.

**Therefore, Board and the Court of Common Pleas agree as follows:**

1. Precondition to Receipt of Funding - Certification as Specialized Court Dockets.

As a condition to receiving grant funding from Board, the Court (General Division and Juvenile Division) agree that each respective court docket will maintain certification as a specialized docket from the Supreme Court of Ohio during the term of this MOU.

2. Common Pleas Court Obligations

a. The Court will comply with all requirements established by the OhioMHAS for the receipt of Project funding.

b. The Court will request funding from Board for "allowable expenses" as defined by OhioMHAS, on "Specialized Dockets Subsidy Project- Allowable Expenses", form attached hereto as Exhibit "A". For expenses other than payroll costs, funds can only be used for individuals who are under the jurisdiction of the court and have been admitted to the specialized docket, with the exception that funds may be used for diagnostic testing to determine program eligibility

c. If funds are to be used to pay for clinical services, including medication-assisted treatment (MAT), such services must be provided by agencies certified by OhioMHAS or have deemed status. Court may inquire of Board if any agency meets these criteria.

d. The Court is required to furnish a mid-year (7/1/2022 to 12/31/2022) report due 1/31/2023 and a year-end (1/1/23 to 6/30/23) report due 7/31/2023, to OhioMHAS utilizing the Specialized Dockets Subsidy Project Report form attached hereto as Exhibit "B". Separate reports are due for each specialized docket, (Adult Drug, Mental Health and Family Drug). Copies of each report shall be submitted by Court to Board following submission to OhioMHAS.

e. The Court will submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS for each specialized docket. OhioMHAS has made available \$105,000 to the Court; being \$35,000 for support of each of three specialized dockets.

f. Based upon the invoice submitted by the Court to the Board pursuant to Sec. 2(e) of this MOU, direct payment of the amount received by the Court from the Board pursuant to such invoice, divided into equal shares for each of the Court's specialized dockets named in this MOU, shall be made by memo transfer to each of such specialized dockets.

g. Questions regarding allowable expenses, reporting process and grant amounts should be directed to OhioMHAS.

3. Board Obligations

a. Board will draw-down funds once available for Project from OhioMHAS and will notify Court that funds are being processed.

b. Board will make payment to the respective Court Division for the applicable docket expenses after funds are received from OhioMHAS.

c. Board will not be responsible for any payments under this MOU other than amounts made available to Board by OhioMHAS for payment to the Court under the Project.

4. Memorandum Term.

This MOU shall be effective beginning on July 1, 2022 and shall continue until June 30, 2023.

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5. Information and Audits.

Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and make such documentation available to the other party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

6. Relationship of the Parties.

The parties are fully autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7. Compliance with Legal Requirements.

The parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.

8. Entire Agreement.

It is acknowledged by the parties that this MOU represents the entire agreement between the parties and supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

9. Amendment.

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties.

The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

**EXHIBIT A  
Specialized Dockets Subsidy Project-Allowable Expenses**

- **Payroll costs for specialized dockets staff**
- **Behavioral health treatment services:** addiction and mental health. Please note: this does not include: domestic violence assessment/treatment, sex offender assessment/treatment and driver intervention programs (DIPs).
  - Pursuant to O.R.C 5119.36(8), the allowable behavioral health services must be delivered by community addiction service providers and/or community mental health service providers certified by Ohio MHAS.**
    - Assessments
    - Outpatient and intensive outpatient treatment
    - Residential treatment
    - Case management
    - Detoxification services
    - Integrated treatment for co-occurring mental health and substance use disorders
- **Medication assisted treatment (MAT) medications**
- **Urinalysis**
  - Drug testing supplies: instant tests, reagents, rubber gloves, etc.
  - Payments to laboratories
- **Recovery Supports**
  - Housing
    - Recovery Housing
    - Rent Deposits
    - Short-term housing
    - Utilities
  - Transportation
    - Bus passes
    - Gas cards
    - Cab/Uber fare

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- *Automotive maintenance (i.e. tires, brakes, etc.) auto insurance and outstanding traffic ticket/court costs are not allowable*

Emergency basic needs

- Food vouchers
- Clothing vouchers
- Hygiene products

Peer support/recovery coaching

Childcare

Employment

- Job training/educational services
- Job uniform/attire
- Interview attire
- Vocational certifications
- Supportive employment
- License reinstatement fees

Private insurance co-pays

Identification

- Driver license
- Social Security card
- Birth certificate

Please be advised that that the expenses listed in this document are general in nature and are not exclusive. Provided are some examples:

1. **Urinalysis** - only drug testing supplies (instant tests, reagents, rubber gloves, etc.) and payments to laboratories are allowable. Your court could use the funds to pay for hair tests, blood tests, saliva tests and any other means to determine the presence of illegal substance use and/or the presence of required MAT medications, i.e. buprenorphine. *However, SCRAM, interlock devices and eye scan/pupillometry equipment are not allowable expenditures for this project.*

2. **Medication Assisted Treatment (MAT) medications** - This includes not only all Mat medications, but also the medical expenses involved including: physical exam and diagnosis, lab work associated with the physical exam, and injection administration (VivatroL©). *These funds cannot be used to pay the monthly \$200 to \$300 some medical practitioners charge patients to obtain monthly Suboxone© prescriptions.*

3. **Recovery Supports - Emergency basic needs** -The word "emergency" is not to be taken literally such as in the event of a flood or fire. The intent of recovery supports is to remove barriers to treatment and self-help support group meeting attendance and achieving abstinence/maintaining sobriety/sustaining recovery. Many participants are living in shelters, recovery housing or residential treatment while others are in need of leaving their current environment and need to establish a sober residence. Some participants are in a suitable residence but are unable to work or only work part-time due to treatment and court schedules. Any of the emergency basic need items can be purchased as incentives/rewards as well. Furthermore, in addition to vouchers, food items can be obtained through direct purchase by the court, purchase orders and grocery store gift cards.

4. **Recovery Supports - Employment** - This includes fees or equipment/supplies needed for a job training program and/or apprenticeship program offered through a Workforce Innovation and Opportunities ACT (WIOA) program that is provided by a county Job and Family Services Department's Office of Workforce Development, or Veterans Opportunities to Work (VOW) administered by the Veterans Administration. The following are also allowable expenses:

a. Educational services such as GED testing (now High School Equivalency Test). This fee is approximately \$120.00. Voucher codes (voucher is worth \$80 for first-time test takers) are available by contacting one of your local Career Technical Planning Districts Offices <http://education.ohio.gov/Topics/Career-Tech/HSE-CTPD>. Your court's allocation funding can pay for all or part of the cost of the GED test. These funds can also pay for the cost of SAT and/or ACT tests for participants who wish to attend college. *Unallowable expenses include: college and trade school tuition, computer devices such as lap tops and tablets, room and board, activity/lab fees as well as parking tickets and outstanding balances with a college or trade school.*

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b. Clothing vouchers - in addition to vouchers, clothing can be purchased through the same means as explained above for food (under emergency basic needs). Other allowable clothing expenditures include uniforms, attire (i.e. "scrubs", steel-toed boots, position-appropriate apparel and interview attire).

5. **Recovery Supports - Child Care** -These funds can be used to pay for child care when the person is attending treatment and self-help groups. These funds cannot be used to pay for employment-related child-care needs.

Community Agreement #: CA2023-07

**EXHIBIT B**

**Specialized Dockets Subsidy Projects Report**

**Specialized Docket Programs**

Please complete this survey for the Specialized Docket Allocation provided by The Ohio Department of Mental Health and Addiction Services. Information regarding your allocation can be found at: <http://rma.ohio.gov/Default.aspx?tabid=770>

1. County?

2. City?

3. Docket?

- Adult Drug Court
- Adult Mental Health Court
- Adult Human Trafficking Court
- Adult Re-entry Court
- Domestic Violence Court
- Family Drug Court
- Juvenile Drug Court
- Juvenile Human Trafficking Court
- Juvenile Mental Health Court
- Juvenile Re-entry Court
- OVI Court
- Veterans Court

4. Name of Specialized Docket Judge?

5. Court?

- Common Pleas
- Municipal
- Juvenile

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Community Agreement #: CA2023-07

6. Allocation Award Amount?

7. Completed by:

8. Email address:

9. Phone number:

10. Total number of clients carried over in the specialized docket from the previous reporting period?

11. Number of clients admitted to the specialized docket during the reporting period?

12. Number of clients who successfully completed the specialized docket during the reporting period?

13. Number of clients unsuccessfully discharged from the specialized docket during the reporting period?

14. Number of Clients maintained in the program that will be carried over to the next reporting period?

15. Number of clients arrested for a new criminal/delinquent offense while in the specialized docket?

16. Number of clients committed to DRC/DYS?

17. For Family Drug Courts only, number of children reunified with parent(s)?

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Community Agreement #: CA2023-07

18. Amount of funds spent on personnel (salary and benefits for specialized docket staff)?

19. Amount of funds spent on addiction treatment services (assessments, case management, counseling, detoxification services)?

20. Amount of funds spent on Drug/alcohol testing (payments to certified laboratories, instant tests)?

21. Amount of funds spent on Medication Assisted Treatment (MAT) medications?

22. Amount of funds spent on Recovery supports (recovery housing, supportive employment, recovery coaching, transportation, etc.)?

23. Total amount of funds spent during the reporting period?

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

7

RESOLUTION NO. 22-670

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JUVENILE COURT:

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

Supplemental Appropriation

24026326-5319 Juvenile Court Restitution/Reimbursements-Refunds 5,000.00

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

8

RESOLUTION NO. 22-671

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND 2K GENERAL COMPANY, INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY COURTHOUSE BUILDOUT AND RENOVATIONS:

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

Delaware County Courthouse Buildout and Renovations  
Bid Opening of July 12, 2022

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to 2K General Company, Inc., the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and 2K General Company, Inc. for the project known as Delaware County Courthouse Buildout and Renovations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as Delaware County Courthouse Buildout and Renovations



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to 2K General Company, Inc., and approves the following Contract:

**CONTRACT**

This Contract made by and between:

*2K General Company, Inc.  
19 Gruber St. Building B  
Delaware, Ohio 43015*

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”). “Contract Documents,” as used herein, shall mean collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Approved Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special), which are, by this reference, fully incorporated herein.

In consideration of the mutual promises herein contained, the Owner and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

DELAWARE COUNTY COURTHOUSE  
BUILDOUT AND RENOVATIONS  
*117 N Union St.  
Delaware, Ohio 43015  
Bid Package 1 – General Contractor*

**ARTICLE 2**

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$568,600.00 (the “Contract Price”), based upon the Bid Form, dated July 12, 2022, submitted by the Contractor.

*Base Bid - \$568,600.00  
No Alternates  
Total Contract Amount = \$568,600.00*

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Owner, or its designated representative, as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before the date set by the approved construction schedule per General Conditions Article 4.3, following the date set forth in the Notice to Proceed, unless the Owner grants an extension of time in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless the Owner grants an extension of time in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

3.5 LIQUIDATED DAMAGES

| <u>Contract Amount</u>          | <u>Dollars Per Day</u> |
|---------------------------------|------------------------|
| \$1. To \$50,000                | \$ 150.                |
| More than \$50,000 to \$150,000 | \$ 250.                |

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|                                       |         |
|---------------------------------------|---------|
| More than \$150,000 to \$500,000      | \$ 500. |
| More than \$500,000 to \$2,000,000    | \$1,000 |
| More than \$2,000,000 to \$5,000,000  | \$2,000 |
| More than \$5,000,000 to \$10,000,000 | \$2,500 |
| More than \$10,000,000                | \$3,000 |

**ARTICLE 4**

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
  
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
  
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
  
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of 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 Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners 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. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
  
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
  
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the Owner’s prior written consent.
  
- 4.7 Findings for Recovery: The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

**ARTICLE 5**

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
  
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

**ARTICLE 6**

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**9  
RESOLUTION NO. 22-672**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:**

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

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**Transfer of Funds**

|                                     |   |            |
|-------------------------------------|---|------------|
| <b>From:</b>                        | <b>To:</b>                                      |            |
| 10011102-5801                       | 42011438-4601                                   | 827,657.66 |
| Commissioners General/Cash Transfer | Capital Improvements Reserve/Interfund Revenues |            |

**Supplemental Appropriation**

|               |  |          |
|---------------|--|----------|
| 44411439-5375 | Olent Cross Redev Tax Equiv/Election and Settlement  | 1,371.19 |
| 50411121-5375 | BR RD Imp US23/Election and Settlement Services      | 33.95    |
| 51911136-5375 | BR O'Brien Ditch/Election and Settlement Services    | .04      |
| 52211141-5375 | BR DI Chadwick/Election and Settlement Services      | 166.37   |
| 52311142-5375 | BR DI Hardin/Election and Settlement Services        | 13.44    |
| 52411143-5375 | BR DI Roof/Election and Settlement Services          | 65.16    |
| 52511144-5375 | BR DI Winding Creek/Election and Settlement          | 18.58    |
| 52611145-5375 | BR DI Scott Lateral/Election and Settlement Services | 11.38    |
| 52811147-5375 | BR DI Fancher Road/Election and Settlement Services  | 31.53    |
| 53011149-5375 | BR DI Ruder West/Election and Settlement Services    | 3.10     |
| 53111150-5375 | BR DI Thomas #9/Election and Settlement Services     | 2.02     |

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

**10**

**RESOLUTION NO. 22-673**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR THE RESERVE AT SCIOTO BLUFF AND LIBERTY GRAND DISTRICT SECTION 8 PHASES A AND B:**

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

The Reserve at Scioto Bluff:

WHEREAS, Principle Real Estate Development, LLC, has submitted the plat of subdivision for The Reserve at Scioto Bluff, including related development 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 The Reserve at Scioto Bluff:

The Reserve at Scioto Bluff:

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Farm Lot Section 1, Township 3, Range 20, United States Military District, containing 12.020 acres, said 12.020 acres being all of the 12.020 acre tract as conveyed to Principle Real Estate Development, LLC in official record 1608, page 1314, Delaware County Recorder's Office. Cost: \$54.00 (*\$3.00 per buildable lot*)

Liberty Grand District Section 8 Phase A:

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the plat of subdivision for Liberty Grand District Section 8 Phase A, including related development 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 Liberty Grand District Section 8 Phase A:

Liberty Grand District Section 8 Phase A:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 14.482 acres of land, more or less, said 14.482 acres being part of that tract of land conveyed to M.I Homes of Central Ohio, LLLC, by deed of record in Official Record 1705, Page 1453, also being a resubdivision of part of Lot 6168 of the subdivision entitled "Liberty Grand Communities Section 1", of record in Official Record 1793, Page 2847, Recorder's office, Delaware County, Ohio. Cost: \$105.00 (*\$3.00 per buildable lot*)

Liberty Grand District Section 8 Phase B:

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the plat of subdivision for Liberty Grand District Section 8 Phase B, including related development 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

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Liberty Grand District Section 8 Phase B:

Liberty Grand District Section 8 Phase B:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 3.073 acres of land, more or less, said 3.073 acres being part of that tract of land conveyed to M.I Homes of Central Ohio, LLLC, by deed of record in Official Record 1705, Page 1453, also being a resubdivision of part of Lot 6168 of the subdivision entitled "Liberty Grand Communities Section 1", of record in Official Record 1793, Page 2847, Recorder's office, Delaware County, Ohio. Cost: \$60.00 (\$3.00 per buildable lot)

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

**11**

**RESOLUTION NO. 22-674**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT NAMED DEL-US36-19.93 US 36 AND CARTERS CORNER INTERSECTION IMPROVEMENTS PROJECT:**

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

**DEL-US36-19.93 US 36 and Carters Corner Intersection Improvements  
Bid Opening of July 19, 2022**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-US36-19.93 US 36 and Carters Corner Intersection Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Double Z Construction Company for the DEL-US36-19.93 US 36 and Carters Corner Intersection Improvements, as follows:

**CONTRACT**

THIS AGREEMENT is made this 15<sup>th</sup> day of August by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204** hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-US36-19.93 US 36 and Carters Corner Intersection Improvements Project"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Million Eight Hundred Eighty-Four Thousand Two Hundred Thirty-One Dollars and Seventy-Five Cents (\$2,884,231.75)** subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

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

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents

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

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

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

**12**

**RESOLUTION NO. 22-675**

**IN THE MATTER OF APPROVING SPEED LIMIT REDUCTIONS ON RIVER ROAD (CR #187):**

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

WHEREAS, a request has been made by the Delaware County Engineer (the "Engineer") that the statutory vehicular speed established by section 4511.21 of the Revised Code is greater than that considered to be safe and reasonable on River Road (CR #187) between David Road (CR #190) and Dildine Road (CR197#), in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the sections of roads described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder, roadway characteristics and road width and development), the allegation that the statutory speed limit of 55 is unrealistic upon the sections of roads; and

WHEREAS, the Engineer has brought such findings to the Board of Commissioners of Delaware County, Ohio (the "Board") to request that the Board, by virtue of section 4511.21 of the Revised Code, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on River Road (CR #187) between David Road (CR #190) and Dildine Road (CR #197), in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the sections of roads described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limits on the sections of roads described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

**13**

**RESOLUTION NO. 22-676**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR MAEVE MEADOWS:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Maeve Meadows;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Maeve Meadows as follows:

**OWNER'S  
AGREEMENT**

**PROJECT NUMBER: 22086**

**THIS AGREEMENT**, executed on this 15<sup>th</sup> day of August, between Pulte Homes of Ohio LLC, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Maeve Meadows further identified as Project Number 22086 is governed by the following considerations to wit:

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

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which are a part of this **AGREEMENT**.

**OPTIONS:**

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

**OWNER** hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Forty Three Thousand Dollars and No Cents (\$43,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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use throughout the construction and testing phases until accepted for operation and maintenance by the County.

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

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

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

**14  
RESOLUTION NO. 22-677**

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

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

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

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

| Permit #    | Applicant             | Location          | Type of Work     |
|-------------|-----------------------|-------------------|------------------|
| UT2022-0100 | DELCO WATER           | COUNTY LINE ROAD  | WATER LINE       |
| UT2022-0101 | SPECTRUM              | 6846 SECKEL DRIVE | CABLE            |
| UT2022-0102 | COLUMBIA GAS OF OHIO  | HYATTS MEADOWS    | NATURAL GAS MAIN |
| UT2022-0103 | ASPIRE ENERGY OF OHIO | HARLEM ESTATES    | GAS              |
| UT2022-0104 | SPECTRUM              | 13680 TRENTON RD  | CABLE            |

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

**15  
JANE HAWES, DIRECTOR OF COMMUNICATIONS  
DISCUSSION ON A COMMUNITY ENHANCEMENT GRANT PROGRAM RECIPIENT**

**16  
RESOLUTION NO. 22-678**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ADMINISTRATIVE SERVICES:**

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

| <b>Supplemental Appropriation</b> |  |  |            |
|-----------------------------------|--|--|------------|
| 61311923-5370                     | Self Insured Workers Comp/Insurance Premiums & Claims  |  | 150,000.00 |
| 60211925-5370                     | Flexible Spending Accounts/Insurance Premiums & Claims |  | 145,000.00 |

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

**17  
RESOLUTION NO. 22-679**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BYERS, MINTON & ASSOCIATES, LLC FOR GOVERNMENT AFFAIRS CONSULTING SERVICES FOR DELAWARE COUNTY:**

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

WHEREAS, the County Administrator recommends approval of an agreement between the Delaware County Board of Commissioners and Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement with Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County, as follows:

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**PROFESSIONAL SERVICES AGREEMENT  
Government Affairs Consulting**

This Agreement is made and entered into on August 15, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Byers, Minton & Associates, LLC, 107 South High Street, Suite 450, Cincinnati, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant will provide government affairs consulting services to the County (the “Services”). The County is authorized to contract for the Services, pursuant to section 9.36 of the Revised Code, for the following purposes: (a) keeping the County informed of legislation and regulations that affect County rights and obligations; (b) assisting the County in organizing its operations and finances to address changes in legislation and regulations; and (c) identifying, proposing, and advocating for legislation and regulations that benefit County operations.

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 Consultant’s Proposal presented to the County on July 5, 2022 (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

**2 SUPERVISION OF SERVICES**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the agent of the County for this Agreement.

2.2 The County Administrator 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 COMPENSATION**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$60,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.

4.2 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.

4.3 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal and subject to approval by the County Administrator.

4.4 Invoices shall be submitted to the County Administrator 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.

4.5 The County shall pay invoices within thirty (30) days of receipt.

**5 COMMENCEMENT AND COMPLETION OF SERVICES; TERM; TERMINATION**

5.1 The Consultant shall commence Services on August 1, 2022 and shall complete the Services in accordance with the Proposal at the County Administrator’s direction. The term of this Agreement shall continue through July 31, 2023, unless earlier terminated as provided herein.

5.2 Upon expiration of the term of this Agreement, the Parties may let the Agreement expire, renew for an additional agreed upon term, or continue on a month-to-month basis at a monthly compensation rate agreed to in a writing signed by both Parties.



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5.3 The County or the Consultant may, upon at least thirty (30) days' written notice, suspend or terminate this Agreement for any reason, at which time the Consultant shall suspend or terminate Services in accordance with the written notice.

5.4 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the effective date of termination. The County is not liable for payment for Services performed after the effective date of termination.

## **6 CHANGE IN SCOPE OF SERVICES**

6.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

## **7 OWNERSHIP**

7.1 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

7.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed calculations, reports, and any other tangible written or electronic work produced in accordance with the Agreement.

7.3 This section does not require unauthorized duplication of copyrighted materials.

## **8 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

8.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.

8.2 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.

## **9 INDEMNIFICATION**

9.1 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.

9.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

## **10 INSURANCE**

10.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.

10.2 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.

## **11 MISCELLANEOUS TERMS AND CONDITIONS**

11.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County

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during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 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 (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

11.9 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 work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the 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.

11.10 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.

11.11 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

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the Agreement relates.

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

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

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

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

**ADMINISTRATOR REPORTS**

-None

**COMMISSIONERS' COMMITTEES REPORTS**

-None

**RESOLUTION NO. 22-680**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:**

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

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

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

**RESOLUTION NO. 22-681**

**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    Mrs. Lewis        Aye    Mr. Benton        Aye

**10:00A.M. FINAL HEARING FOR THE RADNOR TOWNSHIP WATERSHED NO. 2015-1 DRAINAGE IMPROVEMENT PROJECT**

**RESOLUTION NO. 22-682**

**FINAL HEARING FOR THE RADNOR TOWNSHIP WATERSHED NO. 2015-1 WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing.

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

**RESOLUTION NO. 22-683**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules

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Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio

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

**RESOLUTION NO. 22-684**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE RADNOR TOWNSHIP WATERSHED NO. 2015-1 DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 11:47A.M..

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

**RESOLUTION NO. 22-685**

**IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE RADNOR TOWNSHIP WATERSHED NO. 2015-1 DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on March 17, 2021, a Drainage Improvement Petition for the Radnor Township Watershed No. 2015-1 Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on August 23, 2021, the Board adopted Resolution No. 21-778, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Radnor Township Watershed No. 2015-1 Drainage Improvement Petition Project; and

WHEREAS, on August 15, 2022, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Radnor Township Watershed No. 2015-1 Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**RESOLUTION NO. 22-686**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE RADNOR TOWNSHIP WATERSHED NO. 2015-1 DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, on August 15, 2022, the Delaware County Board of Commissioners (the "Board") held a final public hearing and, in Resolution No. 22-685, affirmed its order for the Radnor Township Watershed No. 2015-1 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

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Section 1. The Board hereby approves the assessments for the Radnor Township Watershed No. 2015-1 Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes November 15, 2022 as the date for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners