

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD AUGUST 22, 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**

- 9:45 A.M. Public Hearing #2 For The Consideration Of Approving Replacement Sales And Use Taxes, Pursuant To Sections 5739.021 And 5741.021 Of The Revised Code, At The Rate Of One-Half Of One Percent (0.50%) Levied For A Continuing Period Of Time And Approving A Reduction In The Rate Of Taxation On Real Property In Delaware County, Pursuant To R.C. 5705.313
- 10:00 A.M. Final Hearing For The Lanetta Lane Subdivision Watershed Drainage Improvement Petition Project

**1**  
**RESOLUTION NO. 22-700**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 18, 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 18, 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. 22-701**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0819 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0819:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0819, Procurement Card Payments in batch number PCAPR0819 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2201489) Tri County Nurses	Job and Family program	22511607-5342	\$ 22,000.00
(P2203138) Quality Care	Job & Family Care	22511607-5342	\$ 45,700.00
(P2201477) Forensic Fluids	Job & Family Program Services	22511607-5342	\$ 10,800.00

  

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2202909	HEALING PATHWAYS	PLACEMENT CARE	22511607 -	\$78,000.00
	TRANSITIONAL		5342	
R2202909	HEALING PATHWAYS	MSY22 PLACEMENT	70161605 -	\$ 1.00
	TRANSITIONAL	CARE	5342	
R2204076	CLEMANS NELSON	WAGE STUDY	10011108 -	\$35,000.00
			5305	

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

**4**  
**RESOLUTION NO. 22-702**

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022

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

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

The Auditor’s office is requesting that Kelly Tennant attend a 2022 IAAO Real Estate and Appraisal Conference and Workshop in Boston, MA August 28-September 1, 2022 at the cost of \$3,139.68 (fund number 20110105).

The Department of Job and Family Services is requesting that Kylie Bryant attend an Independent Living conference in Orlando, Florida August 30-September 2, 2022 at the cost of \$2,035.00 (fund number 22511607).

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

**5**  
**RESOLUTION NO. 22-703**

**IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ELITAIRE, LLC, A DAIKIN COMPANY, FOR REPLACEMENT SERVICES FOR THE CHILLER UNIT AT THE DELAWARE COUNTY JAIL:**

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

WHEREAS, the Director of Facilities recommends approval of the following Services Agreement with ElitAire, LLC, a Daikin Company, for replacement services for the chiller unit at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Services Agreement with ElitAire, LLC, a Daikin Company, for replacement services for the chiller unit at the Delaware County Jail, as follows:

**SERVICES AGREEMENT**

This Agreement is made and entered into on August 22, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ElitAire, LLC, a Daikin Company, 11325 Reed Hartman Highway, Suite 100, Cincinnati, Ohio 45241 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide services to perform replacement services for the chiller unit at the Delaware County Jail (the “Services”).

1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Proposal #: R200401-OH-316899, dated August 8, 2022, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”). This Agreement is entered into, and the Proposal issued, through OMNIA Partners, and this Agreement is exempt from competitive bidding requirements under section 9.48 of the Revised Code.

1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.

2.2 The Director shall supervise, and have authority to order commencement and suspension of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.

4.2 For all Services, the maximum compensation shall not exceed \$317,397.00, unless a modification of this Agreement is approved in accordance with Section 3.1.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

## **5 PAYMENT**

5.1 Compensation shall be paid periodically, as set forth in the Proposal, based on invoices submitted by the Contractor and approved by the Director.

5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

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

## **6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

6.1 The Contractor shall commence Services upon written orders to proceed from the Director and shall complete the Services promptly in accordance with the Proposal.

6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

## **7 INDEMNIFICATION**

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

## **8 INSURANCE**

8.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

8.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

8.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

8.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 8.1 and 8.2. Contractor shall require all of its subcontractors to provide like endorsements.

8.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

## **9 MISCELLANEOUS TERMS AND CONDITIONS**

9.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

9.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022

five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 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.

9.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

9.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

9.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE SHERIFF’S OFFICE:**

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

<b>Transfer of Funds</b>		<b>Amount</b>
<b>From:</b>	<b>To:</b>	
10011102-5801	28631352-4601	\$39,403.06
Commissioners General/Cash Transfer	LEAP Forward 2021/Interfund Revenues	

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

**7  
RESOLUTION NO. 22-705**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH ANDRITZ SEPARATION, INC. FOR PREVENTATIVE MAINTENANCE SERVICES TO THE D4LL CENTRIFUGE:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Andritz Separation, Inc. for preventative maintenance services to the D4LL centrifuge;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Andritz Separation, Inc.:

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 22<sup>nd</sup> day of August, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Andritz Separation Inc., 1010 Commercial Blvd. South, Arlington, TX 76001 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide on-site scheduled 24,000 hour preventative maintenance service to the D4LL centrifuge at the County’s Olentangy Environmental Control Center (the “Services”).
- 1.2 The Contractor 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 described in, and shall be rendered by the Contractor in accordance with, *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

**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 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 Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with *Exhibit A*.
- 4.2 For all Services described in Exhibit A, except “If Authorized” tasks, the total fees shall be Thirty-Eight Thousand Five Hundred Thirty Dollars and Zero Cents (\$38,530.00).
- 4.3 For all services identified in Exhibit A as “If Authorized” tasks, the fee for each authorized task shall be as set forth in Exhibit A. “If Authorized” tasks shall only be performed upon mutual written modification of this Agreement and written order from the Sanitary Engineer.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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- 4.4 Total compensation under this Agreement shall not exceed \$42,000.00 without subsequent modification.
- 4.5 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**

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

County: Delaware County Regional Sewer District

Name: Marshall Yarnell

Address: 10333 Olentangy River Road, Powell, Ohio 43065

Telephone: 740-833-2228

Email: myarnell@co.delaware.oh.us

Contractor: Andritz Separation Inc.

Name of Principal: Alexandra Favor

Address of Firm: 1010 Commercial Blvd. South

City, State, Zip: Arlington, Texas 76001

Telephone: 817-419-1712

Email: Alexandra.favor@andritz.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 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 Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written order from the Sanitary Engineer.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer shall 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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

**10 INDEMNIFICATION / LIMITATION OF LIABILITY**

- 10.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees (“Indemnitees”) from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities asserted by third parties against any Indemnitees that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property , to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable. Contractor shall be provided timely notice of any indemnified claim and shall be entitled to control the defense and/or settlement of such claim.
- 10.2 Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:
- (a) In no event shall Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Services, loss of future contracts, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Services, or this Agreement or from the performance or breach hereof.
- (b) Except for Contractor’s indemnity obligations for third party claims as set forth in Section 10.1 above, which shall be separately limited to \$2,000,000, the aggregate liability of Contractor , its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Services or this Agreement or from the performance or breach hereof, if applicable, shall in no event exceed the Agreement price.
- (c) The limitations and exclusions of liability set forth in this Section 10 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are the County’s exclusive remedies.

**11 INSURANCE**

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. .
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 11.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be designated as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 11.1 and 11.2.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor 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 Contractor, a copy of which shall be promptly provided to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**12 MISCELLANEOUS TERMS AND CONDITIONS**

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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**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.**

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/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.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any 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.

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

### 13 INTELLECTUAL PROPERTY / CONFIDENTIALITY

- 13.1 All intellectual property embodied in the Services provided to the County remains the sole and exclusive property of Contractor. Contractor grants to the County a non-exclusive, royalty-free, non-



**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

transferrable license to use Contractor’s confidential and proprietary information for the purpose of the operation, maintenance and repair of the Services that is the subject of this Agreement only.

13.2 The County acknowledges that the information that Contractor submits to the County in connection with this Agreement and the performance hereof is Contractor’s confidential and proprietary information. The County agrees not to disclose such information to third parties without Contractor’s prior written consent

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

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

**8**

**RESOLUTION NO. 22-706**

**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
UT22-0105	CONSOLIDATED ELECTRIC	BERLIN STATION	ELECTRIC
UT22-0106	COLUMBIA GAS	LIBERTY GRAND DISTRICT S9	GAS MAIN
UT22-0107	SPECTRUM	DUSTIN ROAD	CABLE
UT22-0108-0136	FRONTIER COMMUNICATIONS	VARIOUS	FIBER OPTIC CABLES

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

**9**

**RESOLUTION NO. 22- 707**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SLATE RIDGE, LOT 9088, DIVISION #1:**

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

Slate Ridge, Lot 9088, Division #1:

WHEREAS, Kerbler Farms, LLC, has submitted the plat of subdivision for Slate Ridge, Lot 9088, Division #1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of Slate Ridge, Lot 9088, Division #1;

Slate Ridge, Lot 9088, Division #1:

Situated in the Township of Orange, County of Delaware, State of Ohio, and being part of Farm Lots 20, Section 2, Township 3, Range 18, US Military Survey Lands, being a re-plat of Lot 9088 of Slate Ridge, of record in official record 1869, Page 766, stored in plat cabinet 5, slide 635, and being a portion of those lands described in a deed to Kerbler Farms LLC of record in Official Record 1217, Page 452, Delaware County Recorder’s Office. Cost: \$6.00 (\$3.00 per buildable lot)

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

**10**

**RESOLUTION NO. 22-708**

**IN THE MATTER OF RELEASING THE SURETIES FOR COURTYARDS AT CLEAR CREEK SECTION 1, AND COURTYARDS AT CLEAR CREEK GOODING BOULEVARD:**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to the owners, Epcon Clear Creek, LLC for Courtyards at Clear Creek Section 1 and Courtyards at Clear Creek Gooding Blvd;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

**11**

**RESOLUTION NO. 22-7-709**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE 2021 HSIP WORTHINGTON ROAD IMPROVEMENTS:**

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

**SUPPLEMENTAL APPROPRIATIONS**  
29440453-5405                      2021 HSIP Worthington Road Improv/Land Acquisition                      \$70,325.00

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

**12**

**RESOLUTION NO. 22-710**

**IN THE MATTER OF APPROVING AN OHIO STREAM AND WETLAND IN-LIEU FEE MITIGATION PROGRAM MITIGATION CREDIT PURCHASE AGREEMENT FOR THE BERLIN STATION ROAD IMPROVEMENTS PHASE 1A PROJECT:**

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

**The Nature Conservancy  
Ohio Stream and Wetland In-Lieu Fee Mitigation Program  
Final Credit Request Form**

<b>Contact information</b>	Purchaser’s Name		Delaware County Engineer			
	Address		50 Channing St. Delaware, OH 43015			
	Consultant’s Name		Lawhon & Associates, Inc			
	Consultant Project Lead		Cassandra Austin			
	Address		1441 King Ave, Columbus, OH 43212			
	Phone Number		(614) 481-6500			
Email		caustin@lawhon-assoc.com				
<b>Project Information</b>	Project Name		DEL-CR 91-1.85 (Berlin Station Road) Improvements Project			
	Corps ID No. (if applicable)		2022-184-OLR Berlin Road Improvements Project			
	Water Quality Certification No. (if applicable)		<i>To be provided when available</i>			
	Latitude/Longitude		40.258292, -83.042405			
	8-digit HUC		05060002			
<b>Impacts</b>	Stream (linear feet)		Ephemeral	Intermittent	Perennial	Total
					252	
	404 Wetlands (acres)		Category 1	Category 2	Category 3	Total
		Forested				
		Nonforested				
	Isolated Wetlands (acres)	Forested				
Nonforested						
<b>Mitigation Credits Required</b>	Stream Credits		504			
	Wetland Credits/Type					
	Total Purchase Amount (\$)		\$131,040			

By Purchaser's signature, Purchaser agrees to all the terms and provisions of the Purchase Agreement on the back of this form.

**Ohio Stream and Wetland In-Lieu Fee Mitigation Program  
Mitigation Credit Purchase Agreement**

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

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The Nature Conservancy (TNC) operates the Ohio Stream and Wetland In-Lieu Fee Mitigation Program (the “Program”) which is an In-Lieu Fee Mitigation Program approved to sell stream and wetland credits throughout the state of Ohio. Delaware County Engineer’s Office (Purchaser) desires to purchase credits from the Program for the DEL-CR 91-1.85 (Berlin Station Road) Improvements Project (Corps ID No. 2022-184-OLR Berlin Road Improvements Project). In so doing, Purchaser hereby agrees to the following terms and conditions:

1. PURCHASE PRICE: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to TNC the price per credit set forth in the “Letter of Credit Availability and Reservation” (the “Reservation Letter”). If a Reservation Letter was not received by Purchaser within the last one hundred (100) days, the Purchaser shall contact TNC for confirmation of the Purchase Price. The Purchase Price shall be paid in the following manner:
  - A. Upon signing and delivery of this Form and Agreement, together with the attached completed and signed Disclosure form evidencing no conflicts of interest, Purchaser will submit payment in full of the Purchase Price to TNC.
  - B. Payment should be in immediately available funds in the form of a cashier’s check or certified check payable to the ‘Ohio Water Development Authority’. If payment is by check not in the form of a cashier’s check or certified check, payment shall not be deemed to have been made until the check has cleared.
2. CREDIT SALE COMPLETION REQUIREMENTS: The sale of credits identified in the Final Credit Request Form shall be deemed to have occurred upon the completion of ALL of the following requirements: (i) payment in full of the Purchase Price by Purchaser in accordance with the above terms, and (ii) issuance of a Payment Voucher by TNC to Purchaser. Payments for the purchase of credits from the Program are not tax deductible contributions.
3. NO ENDORSEMENT: TNC plays no role in the Corps’ or OEPA’s decision to approve or deny a permit or whether mitigation is a necessary condition of any such permit or whether the permitted activity complies with laws, rules or regulations. Further, provision of any credits by TNC under this Program shall in no event be construed as an endorsement or support for the permitted activity.
4. NON-REFUNDABLE: The purchase of mitigation credits is non-refundable.
5. NO USE OF TNC NAME/LOGO: Purchaser may not use TNC’s name or logo in any way without prior written consent from TNC, except to the extent necessary to comply with legal or contractual requirements to specify the source of the purchase of credits.
6. CONFLICT OF INTEREST DETERMINATION. Purchaser represents that to the best of its knowledge the information it has provided on **TNC’s Disclosure Form** attached hereto is true and correct, and that Purchaser does not have any conflicts of interest with TNC. Purchaser shall promptly notify TNC writing if there is any change in that information prior to completion of the sale. If a conflict of interest is determined by TNC or arises, then, at TNC’s election, any credit reservation or pending credit sale may be terminated without further recourse to the parties.

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

**13  
RESOLUTION NO. 22-711**

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM CLEMANS NELSON AND ASSOCIATES, INC., FOR MARKET RESEARCH FOR PAY SYSTEM ADJUSTMENT:**

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

WHEREAS, on December 15, 1997, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 97-1033, accepting, authorizing, and implementing the Delaware County Compensation Management System (the “System”), which has been regularly reviewed and updated, most recently via Resolution Nos. 19-660 and 21-1022; and

WHEREAS, the Board is responsible for ensuring the continued viability of the System for use of its various offices and departments, through periodically conducting a wage survey to determine the appropriate adjustments, if any, to wages within each category; and

WHEREAS, the Board joined together with the County’s elected officials to request proposals from qualified consultants to conduct market research for adjustments to the System; and

WHEREAS, a committee comprised of various leaders within the County’s offices and departments has reviewed the proposals and recommends a contract for the project be awarded to Clemans Nelson and Associates, Inc.;

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, Delaware County, State of Ohio, hereby accepts the proposal from Clemans Nelson and Associates, Inc., and authorizes the County Administrator to negotiate, approve, and execute an agreement with Clemans Nelson and Associates, Inc., to provide, on a priority basis, the consulting services necessary to complete the market research for pay system adjustment project, the compensation for which shall not exceed \$35,000.

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

**14**

**RESOLUTION NO. 22-712**

**IN THE MATTER OF PROCURING AN EXCESS INSURANCE POLICY FOR DELAWARE COUNTY'S SELF INSURED WORKERS' COMPENSATION PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS IN FURTHERANCE THEREOF:**

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

WHEREAS, effective September 1, 2008, the Ohio Bureau of Workers' Compensation has approved Delaware County as an authorized self-insured employer; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has since 2008 procured excess workers' compensation coverage through Midwest Employers Casualty Company; and

WHEREAS, the existing policy expires on August 31, 2022, and the Board wishes to procure excess workers' compensation coverage commencing on September 1, 2022; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of the purchase; and

WHEREAS, the Board, through the Agent of Record, Smith-Feike-Minton, Inc., has reviewed the market of applicable issuers to achieve the best and lowest price reasonably possible for the County; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the County Administrator shall perform such duties as the Board may determine by resolution;

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

Section 1. The Board hereby approves procuring excess workers' compensation coverage through Midwest Employers Casualty Company, upon the following terms: (a) The policy shall be effective September 1, 2022 through August 31, 2023; (b) The premium shall be \$128,497.00, due on September 1, 2022; and (c) The S.I.R. shall be \$750,000.

Section 2. The Board hereby authorizes the County Administrator to execute all necessary documents in furtherance of procuring the coverage as set forth in Section 1 of this Resolution.

Section 3. The Board hereby approves a purchase order and voucher for the premium payment from 61311923-5370 (R2001254) to Smith-Feike-Minton, Inc.

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

**18**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-Will be speaking at Delaware Rotary today.

Dawn Huston, Deputy Administrator  
-No reports.

**19**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton  
-ODOT will hold discussions concerning Route 23 since a by-pass idea was abandoned.  
-The Land Bank will meet on Wednesday afternoon.  
-Attended the Benefit in the Barn.  
-CEBCO will meet this week.

Commissioner Merrell  
-Attended the Benefit in the Barn.  
-CEBCO will meet this week.

Commissioner Lewis

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022

-Commissioner Merrell and I will be attending a CCAO Symposium at the end of the week.

RECESSED AT 9:43 AM/RECONVENED AT 9:47 AM

15

RESOLUTION NO. 22-713

9:45 A.M. PUBLIC HEARING #2 FOR THE CONSIDERATION OF APPROVING REPLACEMENT SALES AND USE TAXES, PURSUANT TO SECTIONS 5739.021 AND 5741.021 OF THE REVISED CODE, AT THE RATE OF ONE-HALF OF ONE PERCENT (0.50%) LEVIED FOR A CONTINUING PERIOD OF TIME AND APPROVING A REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 9:45A.M..

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

15 continued

RESOLUTION NO. 22-714

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

15 continued

RESOLUTION NO. 22-715

IN THE MATTER OF CLOSING PUBLIC HEARING #2 FOR THE CONSIDERATION OF APPROVING REPLACEMENT SALES AND USE TAXES, PURSUANT TO SECTIONS 5739.021 AND 5741.021 OF THE REVISED CODE, AT THE RATE OF ONE-HALF OF ONE PERCENT (0.50%) LEVIED FOR A CONTINUING PERIOD OF TIME AND APPROVING A REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 9:54 A.M..

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

16

RESOLUTION NO. 22-716

IN THE MATTER OF APPROVING REPLACEMENT SALES AND USE TAXES, PURSUANT TO SECTIONS 5739.021 AND 5741.021 OF THE REVISED CODE, AT THE RATE OF ONE-HALF OF ONE PERCENT (0.50%) LEVIED FOR A CONTINUING PERIOD OF TIME:

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

WHEREAS, the State of Ohio currently levies a sales and use tax at the rate of five and three-fourths percent (5.75%), pursuant to sections 5739.02 and 5741.02 of the Revised Code; and

WHEREAS, for the purpose of providing additional general revenues for the county, section 5739.021(A) of the Revised Code authorizes a county to levy an additional sales tax; and

WHEREAS, sections 5739.021(E) and 5741.021(A) of the Revised Code require a county levying an additional sales tax pursuant to section 5739.021 to levy a storage, use, or other consumption tax at the same rate; and

WHEREAS, pursuant to a Resolution passed by the Board of County Commissioners of Delaware County (the "Board") on November 15, 1971, Delaware County currently levies an additional sales and use tax at the rate of one-half of one percent (0.50%), pursuant to sections 5739.021 and 5741.021 of the Revised Code (the "1971 Sales Tax"); and

WHEREAS, the 1971 Sales Tax was adopted as an emergency measure, meaning the proceeds thereof are not available for sales tax supported bonds under section 133.081 of the Revised Code; and

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

---

WHEREAS, the Board finds that, without the revenue projected from the 1971 Sales Tax, the County’s revenues would be insufficient to fund the current and projected budgets and responsibilities of the County and its various departments and elected officials; and

WHEREAS, the Board finds that replacement of the 1971 Sales Tax would continue to provide revenue necessary to fund the current and projected budgets and responsibilities of the County and its various departments and elected officials, while also making proceeds from the replacement sales and use tax available for sales tax supported bonds, if needed in the future; and

WHEREAS, the Board finds that a replacement sales and use tax at the rate of one-half of one percent (0.50%), authorized under sections 5739.021 and 5741.021 of the Revised Code, is necessary for the purpose of providing additional general revenues for the county; and

WHEREAS, the Board intends the replacement sales and use tax authorized herein to be effective January 1, 2023, or on such later date as provided by law, and to be levied for a continuing period of time, whereupon the 1971 Sales Tax shall be repealed; and

WHEREAS, pursuant to and in compliance with the requirements of section 5739.021(A) of the Revised Code, the Board has conducted two public hearings on this Resolution, the first being held on Thursday, August 18, 2022, at 9:45 A.M. and the second being held on Monday, August 22, 2022, at 9:45 A.M.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, THAT:

Section 1. For the purpose of providing additional general revenues for the County, the Board does hereby, by this Resolution and pursuant to sections 5739.021 and 5741.021 of the Revised Code, approve a replacement sales and use tax to be levied at the rate of one-half of one percent (0.50%) for a continuing period of time, effective January 1, 2023, or on such later date as provided by law.

Section 2. The Board hereby repeals the 1971 Sales Tax effective as of the effective date of the replacement sales and use tax approved in Section 1 hereof. In the event the replacement sales and use tax approved in Section 1 hereof does not take effect, then the 1971 Sales Tax shall continue in effect until repealed in accordance with applicable law.

Section 3. 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.

Section 4. The Clerk of the Board shall, this day, deliver a certified copy of this Resolution to the Tax Commissioner and to the County Auditor.

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

**17**

**RESOLUTION NO. 22-717**

**IN THE MATTER OF APPROVING AN ADDITIONAL REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:**

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

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, the Board of Commissioners of Delaware County (the “Board”) has adopted a resolution pursuant to section 5739.021 approving a replacement sales and use tax and has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.0 mill, established by Resolution No. 07-543, resulting in an actual current levy of 1.8 mills; and

WHEREAS, the Board desires to provide tax relief to the owners of real property in Delaware County by approving an additional reduction in the rate of real property tax, pursuant to section 5705.313(A)(1), in the amount of 0.5 mill, to be effective for the 2022 tax year only; and

WHEREAS, the 0.5 mill reduction shall be in addition to the 1.0 mill reduction enacted in Resolution No. 07-543; and

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022**

WHEREAS, the enacted sales and use taxes will generate revenue in excess of the total reduction in the rate of real property tax;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, THAT:

Section 1. Pursuant to section 5705.313(A)(1) of the Revised Code, and in order to provide tax relief for the owners of real property in Delaware County, the rate of real property tax currently levied for Delaware County's current expenses within the ten-mill limitation is hereby reduced by an additional amount equal to 0.5 mill for each dollar of valuation on each One Hundred Dollars (\$100.00) of assessed value. The current millage rate for current expenses of the County was reduced from 2.8 mills to 1.8 mills pursuant to Resolution No. 07-543. The Board hereby resolves that there shall be an additional reduction in the amount of 0.5 mill for an effective rate of 1.3 mills. Said 0.5 mill reduction shall take effect on January 1, 2023, or on such later date as provided by law, and shall be effective for the 2022 tax year only.

Section 2. Should the sales and use tax approved in Resolution No. 22-716 be disapproved by the electorate in a referendum, it is the express intention of the Board that the real property tax reduction herein enacted in Section 1 shall not take effect nor remain in effect. It is the further express intention of the Board that in no event shall the real property tax reduction described herein take effect unless and until the sales and use tax approved in Resolution No. 22-716 has also taken effect and remains in effect.

Section 3. The Clerk of the Board shall deliver a certified copy of this Resolution to the County Auditor.

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

**RECESSED AT 9:58 AM/RECONVENED AT 10:03 AM**

**10:00A.M. FINAL HEARING FOR THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT**

**This project has 4 sections:  
Section 1  
Section 2  
Section 3N  
Section 3S**

**18  
RESOLUTION NO. 22-718**

**10:00A.M. FINAL HEARING FOR THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:03 A.M..

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

**18 continued  
RESOLUTION NO. 22-719**

**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. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules 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. 22-720 WAS NOT UTILIZED**

**RESOLUTION NO. 22-721**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING FOR CONSIDERATION THE CLAIMS FOR DAMAGES FILED BY OWNERS BENEFITING FROM THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on April 12, 2019, a Drainage Improvement Petition for the Lanetta Lane Subdivision Watershed

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022

Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 12, 2019, the Board adopted Resolution No. 19-914, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, on August 22, 2022, the Board convened the 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 Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, pursuant to section 6131.17 of the Revised Code, an owner may file an exception to the County Engineer's schedules of assessments or file a claim for damages or compensation with the Clerk of the Board not less than five days before the date of the final hearing; and

WHEREAS, on or before August 17, 2022, Sean and Susan Curran; Timothy and Hilda Plzak; Chad and Jihan Thomas; Casey and Lori Curtis; David Watson, Trustee; Cletus and Connie Richardson; Kevin R. Sanislo; and Stephen and Suzanne Kile submitted claims for damages for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, the Board finds that the claims were timely filed and meet the facial requirements of section 6131.17 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio accepts for consideration the claims for damages filed by Sean and Susan Curran; Timothy and Hilda Plzak; Chad and Jihan Thomas; Casey and Lori Curtis; David Watson, Trustee; Cletus and Connie Richardson; Kevin R. Sanislo; and Stephen and Suzanne Kile for the Lanetta Lane Subdivision Watershed Drainage Improvement Project.

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

**RESOLUTION NO. 22-722**

**IN THE MATTER OF DENYING THE CLAIM FOR DAMAGES FILED BY OWNERS BENEFITING FROM THE LANETTA LANE SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, on April 12, 2019, a Drainage Improvement Petition for the Lanetta Lane Subdivision Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on September 12, 2019, the Board adopted Resolution No. 19-914, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, on August 22, 2022, the Board convened the 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 Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, pursuant to section 6131.17 of the Revised Code, an owner may file an exception to the County Engineer's schedules of assessments or file a claim for damages or compensation with the Clerk of the Board not less than five days before the date of the final hearing; and

WHEREAS, on or before August 17, 2022, Sean and Susan Curran; Timothy and Hilda Plzak; Chad and Jihan Thomas; Casey and Lori Curtis; David Watson, Trustee; Cletus and Connie Richardson; Kevin R. Sanislo; and Stephen and Suzanne Kile submitted claims for damages for the Lanetta Lane Subdivision Watershed Drainage Improvement Project; and

WHEREAS, on August 22, 2022, during the final hearing the Board heard testimony and arguments from the property owners in support of the claims for damages, and the Board is prepared to issue its findings on the claims for damages;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby denies the claims for damages filed by Sean and Susan Curran; Timothy and Hilda Plzak; Chad and Jihan Thomas; Casey and Lori Curtis; David Watson, Trustee; Cletus and Connie Richardson; Kevin R. Sanislo; and Stephen and Suzanne Kile for the Lanetta Lane Subdivision Watershed Drainage Improvement Project, finding that the claims are based on work conducted on property that is not owned by the claimants and that is already subject to a drainage easement and that, therefore, the damages claimed are not compensable.

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



COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 22, 2022

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RECESSED AT 12:00 PM/RECONVENED AT 12:20 PM

**18 continued**

RESOLUTION NO. 22-723

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE LANETTA LANE WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT TO MONDAY, MAY 1, 2023 AT 10:00A.M.:

It was moved by Mr. Benton, seconded by Mr. Merrell to continue the public hearing to address the Lanetta Lane Watershed Drainage Improvement Petition Project to Monday, May 1, 2023 at 10:00A.M..

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners