

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2022**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

1
RESOLUTION NO. 22-759

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 1, 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 September 1, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 22-760

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0907 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0907:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0907, memo transfers in batch numbers MTAPR0907 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2200476 (Sedgwick CMS)	Claims Management	61311923-5370	\$100,000.00
P2200792 PNC/CS (line 2)	Pro card/children services	22511607-5300	\$ 4,900.00
P2201676 PNC/FCFC (line 2)	Pro card/Family Children First	70161605-5300	\$ 3,000.00
P2200792 PNC/CS (line 1)	PRC (Prevention program) ser.	22411605-5200	\$ 500.00
P2201014 Var. Passs	Children services	22511607-5350	\$ 10,000.00
P2200790 PNC/WIOA(line 2)	Pro Card Workforce services	22311611-5300	\$ 7,500.00
P2200791 PNC/PRC (line 1)	Pro Card PRC (Prevention)	22411602-5300	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2204195	PC&R PAINTING INC	FENCE PAINTING - JAIL	40111402 - 5328	\$12,350.00
R2204256	BOUND TREE MEDICAL LLC	(2) RESUSCI ANNE - PRE-HOSPITAL CARE BOARD	10011160 - 5450	\$10,474.26

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

4
RESOLUTION NO. 22-761

IN THE MATTER OF ACCEPTING A DONATION FROM ANIMAL RESCUE AID IN SUPPORT OF THE DELAWARE COUNTY DOG SHELTER:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Delaware County Board of Commissioners may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

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WHEREAS, Animal Rescue Aid has donated fifteen (15) new pet beds for use in the Delaware County Dog Shelter; and

WHEREAS, the value of the pet beds has been set at \$1,297.50;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation of fifteen (15) new pet beds from Animal Rescue Aid and thanks Animal Rescue Aid for their generosity and commitment to the care and support of animals within the Delaware County Dog Shelter.

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

S
RESOLUTION NO. 22-762

IN THE MATTER OF APPROVING A CONTRACT WITH NICKOLAS M. SAVKO & SONS, INC. FOR THE BERLIN BUSINESS PARK FORCE MAIN PROJECT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, the Sanitary Engineer recommends approving a contract with Nickolas M. Savko & Sons, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following Agreement with Nickolas M. Savko & Sons, Inc.:

AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND CONTRACTOR

FOR DCES CONTRACT 3-2022: BERLIN BUSINESS PARK FORCE MAIN PROJECT

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio

(Owner) and Nickolas M. Savko & Sons, Inc., 4636 Shuster Road, Columbus, Ohio 43214

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a Sanitary Force Main along Lackey Old State Road, Work shall include all labor, equipment, and materials to install the 12-inch and 16-inch force main including some required horizontal directional drilling.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Berlin Business Park Force Main Project

ARTICLE 3 - ENGINEER

3.01 The Project is **designated to** the Delaware County Sanitary Engineer (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. **All inquiries and correspondence shall be directed to Tiffany Maag, P.E., Delaware County Regional Sewer District.**

The Design Engineer is ms consultants, inc.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word “State” occurs, it is to mean OWNER. Wherever the word “Department” occurs, it is to mean OWNER. Wherever the words “Director”, “Deputy Director” or “Engineer” occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

Within the City of Columbus, Construction and Material Specification, wherever the word “City” occurs, it is to mean OWNER. Wherever the words “Department” or “Division” occur, it is to mean OWNER. Wherever

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the words "Director" or "Engineer" occur or any other reference to a City of Columbus employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence - All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment- **330 days from Notice to Proceed to Substantial Completion and 360 days from Notice to Proceed to Final Payment.**

4.03 Liquidated Damages-\$1,000/day

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.02 of the General Conditions:

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 98 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (00 52 00, inclusive).
2. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00 41 00, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (Bidding Forms, inclusive).
3. Contract bond (00 43 00, inclusive).
4. Legal and Fiscal Officers (00 54 01, inclusive).
5. Certificate of Insurance (00 62 16 inclusive).
6. Addenda (number 1, inclusive).
7. Construction Drawings bearing the following general title: BERLIN BUSINESS PARK FORCE MAIN PROJECT
8. Specifications and Standard Drawings as listed in the table of contents of the BERLIN BUSINESS PARK FORCE MAIN PROJECT
9. Supplementary Conditions (00 73 00, inclusive).
10. General Conditions (00 72 00, inclusive).

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11. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice of Award
- b. Notice to Proceed
- c. Work Change Directive(s).
- d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

E. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

F. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

ARTICLE 10 – INSURANCE

10.1 Insurance Coverage

Contractor shall maintain insurance as described in the General Conditions and Supplementary Conditions.

10.2 Additional Insureds

The 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 Subsection 10.1. Contractor shall require all of its subcontractors to provide like endorsements.

10.3 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 and properly executed endorsements listing the additional insured as required in Subsection 10.2. 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.

ARTICLE 11 – INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph. A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

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1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 12 - MISCELLANEOUS

12.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions

12.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Other Provisions

12.05 Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 8, 2022 (which is the Effective Date of the Agreement).

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

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RESOLUTION NO. 22-763

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

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

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

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

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

PUBLIC NOTICE
 ADVERTISEMENT FOR BIDS

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

Sealed Bids for the construction of the BERLIN BUSINESS PARK PUMP STATION PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Wednesday, 10/12/2022**, at which time they will be publicly opened and read aloud.

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

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

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

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

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

A pre-Bid conference will be held on **Wednesday, 9/28/2022** at **10:00 A.M.** by video conference call and at the Delaware County Regional Sewer District Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, Ohio 43035. Contact Julie McGill at jmcgill@co.delaware.oh.us to request a video conference call invitation. Attendance at this conference is not required to bid but is encouraged.

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

The Bid will be advertised on **9/13/2022** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

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

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RESOLUTION NO. 22-764

IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR DELAWARE

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COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County has an Agreement with Rumpke Waste, Inc. for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste; and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees; and

WHEREAS, Rumpke Waste, Inc. has agreed to assist the Fair by reducing its base portion of the tip fee by 50%, excluding additional mandatory fees; and

WHEREAS, the Board of County Commissioners wishes to waive the \$3.50/per ton county surcharge for 2022 Delaware County Fair trash;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by waiving the \$3.50 /per ton county surcharge for 2022 Delaware County Fair trash.

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

8

RESOLUTION NO. 22-765

IN THE MATTER OF APPROVING AN EASEMENT TO AMERICAN ELECTRIC POWER FOR DELAWARE COUNTY EMS STATION 2 IN SUNBURY:

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

WHEREAS, an easement to American Electric Power is necessary in conjunction with Delaware County EMS Station 2; and

WHEREAS, the Director of Emergency Communication recommends that the easement be granted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves granting the following easement to American Electric Power:

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An AEP Company

BOUNDLESS ENERGY™

Eas. _____

Easement & Right of Way

The Board of Commissioners, Delaware County, Ohio, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the County of Delaware, State of Ohio, and Village of Sunbury. Being part of Lot Number 947 in Sunbury Commerce Park, Phase Two as the same is numbered and delineated on the recorded plat thereof in Plat Cabinet 1, Slide 543 and as described in Deed Book 606, Page 116 of the Delaware County Recorder's Office, Ohio (Parcel # 417-412-02-001-001).

Said lines and facilities shall be constructed within a certain strip of land fifteen (15) feet in width. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes

at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor signed this Easement on the _____ day of _____, 2022.

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RESOLUTION NO. 22-767

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

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 22-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

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

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

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

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, OH on May 9-10, 2023 at the cost of \$125.00.

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

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RESOLUTION NO. 22-768

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY JOB AND FAMILY SERVICES AND VETERANS SERVICE:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County Job and Family Services and Veterans Service Office for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; and (2) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Program’s Lease Agreement, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment To Master Equity Lease Agreement, and Credit Application With Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2022 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Mini van	Chrysler Voyager	\$8,085.00	1	\$8,085.00
Wheelchair accessible mini van	Chrysler Pacifica	\$13,605.00	1	\$13,605.00
		TOTAL	1	\$21,690.00

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

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12**JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES****CAAS reaccreditation****DCEMS selected as the National EMS System of the Year****DCEMS selected for the Safety in EMS award****13****RESOLUTION NO. 22-769**

A RESOLUTION APPROVING, SOLELY FOR THE PURPOSE OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, THE ISSUANCE BY THE DELAWARE COUNTY FINANCE AUTHORITY OF NOT TO EXCEED \$55,000,000 RECREATION FACILITY REVENUE BONDS, SERIES 2022 (CFP3 DELAWARE COUNTY SPORTS LLC PROJECT PROJECT):

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

WHEREAS, the County of Delaware, Ohio, an Ohio county and political subdivision (the "County") has heretofore, by resolution of its Board of County Commissioners (the "Board"), created the Delaware County Finance Authority, a port authority and body corporate and politic (the "Finance Authority");

WHEREAS, the Finance Authority proposes to issue its Recreation Facilities Revenue Bonds (CFP3 Delaware County Sports LLC Project) pursuant to Chapter 4582, Ohio Revised Code, and Section 13 of Article VIII, Ohio Constitution, in one or more series in an aggregate principal amount not to exceed \$55,000,000 (the "Bonds"), the proceeds of the sale thereof to be be loaned to CFP3 Delaware County Sports, LLC, a Minnesota nonprofit limited liability company (the "Borrower") whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code and used to make a loan to the Borrower in order to assist the Borrower in (1) financing all or a portion of the costs of acquiring, constructing, improving, and equipping a state-of-the-art, premier family multi-sports park facility and entertainment center to be located on a site to be leased to the Borrower at 5412 Piatt Road, Lewis Center, Ohio, in the Township of Orange, Delaware County, Ohio (the "Project") (2) funding a debt service reserve fund for all or a portion of the Bonds, (3) paying interest on all or a portion of the Bonds and (4) paying certain costs and expenses incurred in connection with the issuance of the Bonds;

WHEREAS, the Finance Authority has indicated that some or all of the Bonds will be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986 (the "Code");

WHEREAS, the Bonds will be special obligations of the Finance Authority and will not constitute a debt or pledge of the faith and credit or the taxing power of the Finance Authority or the County, and the Board of Directors of the Finance Authority adopted on July 13, 2022 a resolution approving the issuance of the Bonds (the "Finance Authority Resolution");

WHEREAS, the Board of Directors of the Finance Authority has represented to this Board that a public hearing concerning the issuance of the Bonds on August 25, 2022 was held on behalf of the Finance Authority, evidence of publication of which has been submitted to this Board, all in accordance with Section 147(f) of the Code, and that no comments were received by the Finance Authority from the public at or prior to such public hearing opposed to the Project or the Bonds;

WHEREAS, Section 147(f) of the Code requires, as a prerequisite to the issuance of the Bonds, that this Board approve the issuance of the Bonds as the "applicable elected representative" for the Finance Authority under, and solely for the purpose of satisfying, the requirements of Section 147(f) of the Code;

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

Section 1. Public Approval. This Board, as the "applicable elected representative" with respect to the Finance Authority for purposes of Section 147(f) of the Code, and in reliance on the findings and determinations of the Finance Authority and representations of the Borrower contained in the Finance Authority Resolution, hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed \$55,000,000, for purposes of assisting the Borrower and the Finance Authority in financing costs of the Project, as more particularly described in the Finance Authority's notice of its public hearing, a copy of which is attached as Exhibit A. The foregoing approval is given in accordance with and solely to satisfy the requirements of Section 147(f) of the Code and does not obligate the County in any way with respect to the Bonds or the Project.

Section 2. No Finding of Legal Compliance. This resolution does not constitute a finding of this Board as to the compliance or noncompliance by the Finance Authority or the Borrower with respect to any legal requirements imposed upon them in connection with the issuance of the Bonds.

Section 3. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that

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all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. Effective Date. This Resolution will take effect and be in force immediately upon its adoption.

EXHIBIT A
NOTICE OF PUBLIC HEARING

Notice is hereby given that on Thursday, August 25, 2022 at 10:00 a.m. Eastern Time, or as soon as practical thereafter, in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a public hearing (the "Public Hearing") will be held by the Delaware County Finance Authority (the "Issuer") with respect to the proposed plan of finance for the issuance by the Issuer of qualified 501(c)(3) bonds, as defined in Section 145 of the Code in one or more series (the "Bonds") in a maximum amount not to exceed \$55,000,000.

The proceeds of the Bonds will be loaned to CFP3 Delaware County Sports, LLC, a Minnesota nonprofit limited liability company (the "Borrower") whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code and used to make a loan to the Borrower in order to assist the Borrower in (1) financing all or a portion of the costs of acquiring, constructing, improving, and equipping a state-of-the-art, premier family multi-sports park facility and entertainment center to be located on a site to be leased to the Borrower at 5412 Piatt Road, Lewis Center, Ohio, in the Township of Orange, Delaware County, Ohio (the "Project") (2) funding a debt service reserve fund for all or a portion of the Bonds, (3) paying interest on all or a portion of the Bonds and (4) paying certain costs and expenses incurred in connection with the issuance of the Bonds. The Borrower will own and operate the Project. The Project is located entirely within the County of Delaware, Ohio.

The Bonds will be issued pursuant to the provisions of Section 13 of Article VIII of the Ohio Constitution and Sections 4582.21 through 4582.99 of the Ohio Revised Code (collectively, the "Act"), and pursuant to the Act will not constitute a debt, liability or obligation of the County of Delaware, the Issuer, the State of Ohio or a pledge of the faith and credit of the County of Delaware, the Issuer or the State of Ohio, but shall be payable solely from the funds pledged to the payment thereof.

Pursuant to Internal Revenue Service Revenue Procedure 2022-20 ("Rev. Proc. 22-20"), the Public Hearing will be held via toll free conference call by dialing 1-888-830-0426 and using the meeting ID 6144621074, when prompted, to participate. In addition, those members of the public who wish to attend in person, may attend the hearing in the offices of Taft, Stettinius & Hollister LLP, 94 N. Sandusky St., Suite 101, Delaware, Ohio 43015. Persons wishing to express their views on the proposed bond issuance may appear at the hearing or may submit their views in writing. To ensure their full consideration, all written submissions regarding the proposed bond issuance should clearly reference the aforementioned Bonds and the location and nature of the Project. All written submissions should be sent to the Issuer to the attention of Tyler Lane, Economic Development Administrator, Delaware County Finance Authority, 91 N. Sandusky Street, Delaware, Ohio, 43015. Written submissions should be mailed in sufficient time to be received on or before the aforesaid hearing date.

Dated: August 16, 2022.

DELAWARE COUNTY
FINANCE AUTHORITY

/s/ Tyler Lane, Economic Development
Administrator

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

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RESOLUTION NO. 22-770

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE KINGSTON TOWNSHIP #2017-2 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer recommends approval of the plans, estimate, bid specifications and bid opening date and time for the Kingston Township #2017-2 Watershed Drainage Improvement Project (the "Improvement"); and

WHEREAS, pursuant to Resolution No. 22-367, this Board found in favor of the Improvement and affirmed the order for the Improvement; and

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WHEREAS, pursuant to Resolution No. 22-368, this Board confirmed the assessments, approved the payment schedule and ordered the letting of the contracts for the Improvement; and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$54,278.80;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the Improvement.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, October 4, 2022 at which time they will be publicly received and read aloud, for the project known as:

O.R.C. 6131 Drainage Improvement Project
Kingston #2017-2 Drainage Improvement

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

THE ENGINEER'S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$54,278.80
PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER'S
CONSTRUCTION ESTIMATE.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before November 30, 2022. The estimated commencement of work date is October 16, 2022.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. A warding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
September 9, 2022

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

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RESOLUTION NO. 22-771

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH MS CONSULTANTS, INC.:

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

WHEREAS, the County Engineer recommends approval of an agreement with ms Consultants, Inc. for right of way acquisition services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with ms Consultants, Inc., for right of way acquisition services, as follows:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into this 8th day of September, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street,

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Delaware, Ohio 43015 (“County”), and ms Consultants, inc. 2221 Schrock Road, Columbus, Ohio 43229-1547 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide right-of-way acquisition services in connection with the County’s road improvement project on DEL-CR 13-5.02 Worthington & Lewis Center/Rome Corners improvements (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
DEL-CR13-5.02 RW Acquisition Services Cost Proposal dated 7-1-2022 (the “Cost Proposal”).

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Cost Proposal noted in Section 1.3.
- 4.2 For all task order requests made by the County Engineer, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The County Engineer shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed Seventy Thousand Three Hundred Twenty-Five Dollars and Zero Cents (\$70,325.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 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 persons 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 Engineer:

Name: Ryan J. Mraz, B.S.C.E.
Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware,
Ohio 43015

Telephone: 740-833-2440

Email: Rmraz@co.delaware.oh.us

Consultant:

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Name of Principal in Charge: Jim Viau,
PM Address of Firm: 2221
Schrock Road
City, State, Zip: Columbus, OH 43229-1547

Telephone: 614-898-7100

Project Contact Email: jviau@msconsultants.com

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon the Notice to Proceed ("Authorization") from the County Engineer and shall complete the Services on or before September 1, 2023
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

- 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 not be effective unless and until it is approved by both Parties in writing.

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

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12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work 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 work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no

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purposes of interpretation shall be made to the contrary.

- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Mutual Waiver of Consequential Damages: To the fullest extent permitted by law, the Parties waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
- 14.12 Third Party Beneficiaries. There are not third party beneficiaries to this Agreement
- 14.13 Non-Discrimination/Equal Opportunity: Consultant 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.

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 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.

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.

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

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

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

16

RESOLUTION NO. 22-772

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DEL-CR-36-19.93 ACQUISITION SERVICES:

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

WHEREAS, pursuant to Resolution No. 21-619 on July 12, 2021, this Board declared necessity for improvements to US 36/Carter’s Corners/Domigan Road intersection and entered into an agreement with West Erie Realty Solutions, Ltd., for acquisition services related thereto; and

WHEREAS, the County Engineer recommends modifying the agreement as stated below;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 1 to the agreement with West Erie Realty Solutions, Ltd.:

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
DEL-CR-36-19.93 ACQUISITION SERVICES

This Amendment No. 1 to the Agreement dated July 12, 2021, is made and entered into on 8th day of September, 2022 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and West Erie Realty Solutions, Ltd., 485 Metro Place South, Suite 475, Dublin, OH 43017 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

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

- A. Section 4.3 of the Agreement shall be modified to increase the maximum total compensation to Thirty Six Thousand Six Hundred Seventy Five Dollars and Zero Cents (\$36,675.00)

ARTICLE 2 – REMAINING PROVISIONS

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

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

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

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RESOLUTION NO. 22-773

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR WOODCREST CROSSING SECTION 5:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Woodcrest Crossing Section 5;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Woodcrest Crossing Section 5, as follows:

OWNER’S AGREEMENT

PROJECT NUMBER: 22097

THIS AGREEMENT, executed on this 8th day of September, 2022, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Woodcrest Crossing Sec 5 further identified as Project Number 22097 is governed by the following considerations to wit:

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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 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 1 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 thousand Dollars and No Cents (\$40,000.00)** 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.

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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 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.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,328,200.00
CONSTRUCTION BOND AMOUNT	\$1,328,200.00
MAINTENANCE BOND AMOUNT	\$132,900.00
INSPECTION FEE DEPOSIT	\$40,000.00

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

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RESOLUTION NO. 22-774**

IN THE MATTER OF RELEASING THE SURETIES FOR LIBERTY GRAND COMMUNITIES SECTION 4:

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

WHEREAS, the County Engineer requests approval to release the maintenance surety for Liberty Grand Communities Section 4;

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

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RESOLUTION NO. 22-775**

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
UT22-0142	FRONTIER	GATEWAY DR	FIBER OPTIC CABLE
UT22-0143	FRONTIER	HOME ROAD	FIBER OPTIC CABLE
UT22-0144	FRONTIER	HOME RD #2	FIBER OPTIC CABLE
UT22-0145	SPECTRUM	GORSUCH RD	CABLE
UT22-0146	SPECTRUM	MERCHANT RD	CABLE
UT22-0147	SPECTRUM	BLUE CHURCH	CABLE

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

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RESOLUTION NO. 22-776

IN THE MATTER OF DECLARING THE BOARD’S OPINION REGARDING THE PROPOSED IMPROVEMENTS TO BERLIN STATION ROAD (COUNTY ROAD 89) AND A NORTHERLY EXTENSION OF PIATT ROAD TO BE KNOWN AS ROLOSON-PIATT ROAD AND SETTING DATE, TIME, AND PLACE FOR THE HEARING THEREON:

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

WHEREAS, pursuant to section 5555.03 of the Revised Code, when a petition is presented to the board of county commissioners asking for the construction, reconstruction, improvement, or repair of any public road or part thereof and signed by at least fifty-one per cent of the land or lot owners, residents of such county, who are to be specially taxed or assessed for said improvement, the board shall, within thirty days after such petition is presented, go upon the line of the proposed improvement and, after viewing it, determine whether the public convenience and welfare require that such improvement be made; and

WHEREAS, on July 25, 2022, M/I Homes of Central Ohio, LLC filed a petition with the Delaware County Board of Commissioners (the “Board”) requesting the construction of improvements to Berlin Station Road (County Road 89) and a northerly extension of Piatt Road to be known as Roloson-Piatt Road, by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances (collectively, the “Improvements”); and

WHEREAS, the petitioners also request the Board levy an assessment to pay for a specified amount of the cost of the Improvements, and the petitioners represent at least fifty-one percent of the owners of lands to be assessed; and

WHEREAS, pursuant to section 5555.03 of the Revised Code, the Board conducted a viewing of the proposed Improvements on August 29, 2022, and is prepared to make its determination whether the public convenience and welfare require that the Improvements be made;

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

Section 1. The Board hereby declares its opinion that it will be for the public convenience and welfare to make the Improvements, with the route and termini thereof as set forth in Exhibit A, attached hereto. The Board hereby acknowledges that the County Engineer has prepared the necessary surveys, plans, profiles, cross-sections, estimates of cost, and specifications for the Improvements and that they are on file in the office of the Board for the inspection of persons interested therein.

Section 2. The Board hereby apportions the cost of the Improvements, in accordance with section 5555.41(D), with the directly abutting real estate owned by the petitioner, M/I Homes of Central Ohio, LLC, assessed \$546,000 as set forth in the petition, payable for a period of twenty years, which is according to the benefit to said real estate, and the remainder of the cost being paid from any funds in the county treasury available for such purpose.

Section 3. The Clerk of the Board is hereby directed to publish in the Delaware Gazette, once a week for two consecutive weeks, notice that a resolution has been adopted providing for the Improvements, that copies of the surveys, plans, profiles, cross sections, estimates, and specifications, together with estimated assessments upon the lands benefited by such Improvements for the proportion of the cost thereof to be assessed therefor, are on file in the office of the Board for the inspection of persons interested therein, and that the Board shall hold a public hearing of any objections thereto on Monday October 3rd, 2022, at 9:45 AM at the Commissioners Hearing Room, 91 North Sandusky Street, Delaware, Ohio.

Section 4. The 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-Pleased to announce publicly that we have hired Monica Connors as the new Economic Development Director. Many thanks to the Montrose Group for their help in finding her as a candidate.

Dawn Huston, Deputy Administrator

-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

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Commissioner Benton

- Excited to have Monica Conners join Delaware County.
- The CEBCO renewal numbers have come in and are better than expected.
- Attended the MORPC Executive meeting last week. MORPC will be meeting with ODOT about a study they are doing for fuel tax.
- The All Horse Parade will be this Sunday at 3:00 PM
- The Intel groundbreaking will be held tomorrow morning.

Commissioner Merrell

- Honored to be invited to the Intel groundbreaking tomorrow.
- Excited to have Monica join our team. She comes highly recommended.
- Attended the Genoa Business meeting yesterday.

Commissioner Lewis

- Excited to welcome Monica Conners to Delaware County.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners