

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 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. 22-895

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 17, 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 October 17, 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	Mr. Benton	Aye	Mrs. Lewis	Aye	Mr. Merrell	Aye
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2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 22-896

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1019, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1019 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1019:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1019, memo transfers in batch numbers MTAPR1019, Procurement Card Payments in batch number PCAPR1019 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2204642	OHIO WESLEYAN UNIVERSITY	ENTREPRENEURIAL CENTER	21011113 - 5601	\$50,000.00
R2204682	SOIL & WATER CONSERVATION DISTRICT	DITCH PETITION CHARGES	10011102 - 5328	\$66,857.87
R2204683	COMMISSIONERS	BUELL #542 DITCH PETITION CHARGES	40311489 - 5328	\$164.02
R2204683	COMMISSIONERS	CHANCEL GATE DITCH PETITION CHARGES	40311488 - 5328	\$63.50
R2204683	COMMISSIONERS	DAVIS #240 DITCH PETITION CHARGES	40311480 - 5328	\$838.17
R2204683	COMMISSIONERS	DUSTIN ROAD DITCH PETITION CHARGES	40311476 - 5328	\$610.57
R2204683	COMMISSIONERS	ENGLISH 346 DITCH PETITION CHARGES	40311470 - 5328	\$403.51
R2204683	COMMISSIONERS	EVAN #354 DITCH PETITION CHARGES	40311490 - 5328	\$302.64
R2204683	COMMISSIONERS	FRANKLIN DITCH PETITION CHARGES	40311478 - 5328	\$3,470.18
R2204683	COMMISSIONERS	GORSUCH JOINT COUNTY DITCH PETITION CHARGES	40311472 - 5328	\$24,973.66
R2204683	COMMISSIONERS	GRIFFITH #391 DITCH PETITION CHARGES	40311484 - 5328	\$228.59
R2204683	COMMISSIONERS	HARSH #480 DITCH PETITION CHARGES	40311491 - 5328	\$243.88

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022

R2204683	COMMISSIONERS	HIDDEN SPRINGS CONDO DITCH PETITION CHARGES	40311468 - 5328	\$76.20
R2204683	COMMISSIONERS	HOOVER #61 DITCH PETITION CHARGES	40311475 - 5328	\$6,231.65
R2204683	COMMISSIONERS	KINGSTON TWP 2017-1 DITCH PETITION CHARGES	40311463 - 5328	\$11,742.27
R2204683	COMMISSIONERS	KINGSTON TWP 2017-2 DITCH PETITION CHARGES	40311467 - 5328	\$810.15
R2204683	COMMISSIONERS	LANETTA LANE DITCH PETITION CHARGES	40311474 - 5328	\$4,048.56
R2204683	COMMISSIONERS	NORRIS RUN DITCH PETITION CHARGES	40311460 - 5328	\$2,989.00
R2204683	COMMISSIONERS	RADNOR TWP #2015-1 DITCH PETITION CHARGES	40311458 - 5328	\$1,302.41
R2204683	COMMISSIONERS	RIBOV #620 DITCH PETITION CHARGES	40311450 - 5328	\$1,606.23
R2204683	COMMISSIONERS	SLATE LICK LATERAL #1 DITCH PETITION CHARGES	40311487 - 5328	\$871.17
R2204683	COMMISSIONERS	WATSON-FORD #25 DITCH PETITION CHARGES	40311477 - 5328	\$3,479.66
R2204683	COMMISSIONERS	WEBSTER ARNOLD DITCH PETITION CHARGES	40311455 - 5328	\$748.99
R2204683	COMMISSIONERS	ZERBE-O'KEEFE #265 DITCH PETITION CHARGES	40311482 - 5328	\$1,652.86

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

4
PRESENTATION BY DAWSON ANDRIAN, MEMBER OF BOY SCOUT TROOP #701

5
RESOLUTION NO. 22-897

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE FACILITIES DEPARTMENT:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

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

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

New

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$1,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$750.00
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Justin Gordon

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022**

Department Coordinator: Janette Adkins

New

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance

Daily spending per card:	\$1,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$750.00
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Steven Bollinger
Department Coordinator: Janette Adkins

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

6

RESOLUTION NO. 22-898

IN THE MATTER OF AWARDING THE BID TO AND APPROVING THE CONTRACT WITH PROPERTY WORX, LLC, FOR ITB #22-02 – SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, on September 29, 2022, the Delaware County Board of Commissioners (the “Board”) received bids for snow removal services for Delaware County (ITB #22-02); and

WHEREAS, after carefully reviewing the bids received, the Director of Facilities has determined that the apparent low bidder submitted a non-responsive bid that should be disqualified and that the bid submitted by Property Worx, LLC, is the lowest and best bid for snow removal services; and

WHEREAS, the Director of Facilities recommends awarding the bid to, and approving the contract with, Property Worx, LLC;

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

Section 1. The Board hereby accepts the determinations and recommendation of the Director of Facilities and hereby determines that the bid submitted by Property Worx, LLC, for ITB #22-02 snow removal Services for Delaware County is the lowest and best bid and awards the bid to Property Worx, LLC.

Section 2. The Board hereby approves the following contract with Property Worx, LLC:

SERVICES AGREEMENT

This Agreement is made and entered into on October 20, 2022 , by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Property Worx, LLC, 4495 Marysville Rd., Delaware, OH 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide snow removal services for the County (the “Services”).
- 1.2 The Services shall are further defined in, and shall be rendered by the Contractor in accordance with, the following documents, by this reference incorporated herein and made part of this Agreement: ITB #22-02 Snow Removal Services bid documents and electronic bid forms.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, 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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022**

- 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 Bid Documents and Contractor's Bid noted in Section 1.2.
- 4.2 For all Services, the estimated per "snow event" fee based on the unit pricing in the bid documents shall be \$4,395.00.
- 4.3 Total compensation under this Agreement shall not exceed \$240,000.00 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 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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022**

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 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

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022

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

7
RESOLUTION NO. 22-899

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE VETERAN SERVICES OFFICE:

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

Transfer of Appropriation			
From:	To:		
10062601-5101	10062601-5348		40,000
Veteran Services/Health Insurance	Veteran Services/Client Services		

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

8
ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-Open Enrollment starts soon. There will be 3 days of meetings that employees and/or spouses can attend the meetings.

9
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Attended the Economic Development breakfast yesterday morning at the Sunbury/Big Walnut Chamber. Tracie Davies introduced Monica Connors to everyone.
-There will be a Delaware Area Chamber 3rd Thursday lunch today to introduce the "New-ish" Powell and Sunbury leaders.
-Jane Hawes has created a Board Member handbook for newly appointed board members of our boards.

Commissioner Merrell
-We will have board interviews today. We have a good selection of candidates for the number of boards we appoint to which is much appreciated.
-Attended the Sunbury/Big Walnut breakfast yesterday as well.
-Will be attending the CCAO board meeting tomorrow.

Commissioner Lewis
-Attended the retirement celebration of fire Chief O'Brien (Liberty Township) yesterday.

10
RESOLUTION NO. 22-900

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2022**

session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official; for security arrangements and emergency response protocols.

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

RESOLUTION NO. 22-901

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESSED AT 11:30 AM/RECONVENED AT 1:30 PM

RESOLUTION NO. 22-902

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

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

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

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

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

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

RESOLUTION NO. 22-903

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners