

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 1, 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. 22-1049

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 28, 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 November 28, 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

3
RESOLUTION NO. 22-1050

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1130, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1130:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1130, memo transfers in batch numbers MTAPR1130 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2202947 (Cardiotronix)	Utilities	10011303-5338	\$ 6,795.00
P2201455 (Alloway)	Regional Sewer	66211900-5301	\$ 6,000.00
P2203132 (Eastway Corp)	Job and Family Program	22511607-5342	\$33,245.00
P2201032 (MS Consultants)	Building & Improvements	66611900-5410	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2205029	TREASURER, STATE OF OHIO	WRF - PART OF PACKAGE PLANT IMPROVEMENTS PROJECT	66611900 - 5410	\$15,100.00
R2205031	STEFFENS SHULTZ INC	JAIL HVAC REPAIRS	40111402 - 5328	\$14,462.00
R2205042	SILVERBACK SAFETY & TRAINING SOLUTIONS	TECC RTF COURSE TRAINING	10011303 - 5305	\$11,837.40
R2205052	HACH CO	AS950 ALL WEATHER SAMPLER	66211900 - 5450	\$8,629.20

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

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RESOLUTION NO. 22-1051

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting Delaware County Commissioner Barb Lewis attend the 2023 NACO Winter Conference in Washington DC; at the cost of \$3,000 (fund numbers 10011101/10011102).

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

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RESOLUTION NO. 22-1052

IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN REA & ASSOCIATES, INC., KEITH FABER, AUDITOR OF STATE OF OHIO, AND DELAWARE COUNTY:

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

WHEREAS, the Delaware County Auditor recommends approval of a memorandum of agreement by and between Rea & Associates, Inc., Keith Faber, Auditor of State of Ohio, and Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves a memorandum of agreement by and between Rea & Associates, Inc., Keith Faber, Auditor of State of Ohio, and Delaware County, as follows:

MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 10th day of November, 2022, by and between Rea & Associates, Inc. an independent public accountant (IPA), KEITH FABER, Auditor of State of Ohio (Auditor) and Delaware County (Public Office) WITNESSETH:

Whereas, the Auditor of State on 10/12/2022 issued a Request for Proposals for an engagement related to Delaware County including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 117.115 Revised Code, for fiscal periods January1, 2022 through December 31, 2026.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor 's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name Haran, Watson & Company
Address 10845 Winchcombe Dr. Dublin, OH 43016

Number of Hours
170

Rate Per Hour
\$98.00

Total Subcontract
\$16,660.00

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

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

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RESOLUTION NO. 22-1053**

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

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

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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

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

Sara d’Amato

Appointing Authority:	County Commissioners
Office/Department:	Job and Family Services
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Sara d’Amato
Department Coordinator:	Stacy Tippin

Rachel Layne

Appointing Authority:	County Commissioners
Office/Department:	Job and Family Services
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Rachel Layne
Department Coordinator:	Stacy Tippin

Kelli McClelland

Appointing Authority:	County Commissioners
Office/Department:	Job and Family Services
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Kelli McClelland
Department Coordinator:	Stacy Tippin

Michael Szablewski

Appointing Authority:	County Commissioners
Office/Department:	Job and Family Services
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Michael Szablewski
Department Coordinator:	Stacy Tippin

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

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RESOLUTION NO. 22-1054

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR VETERANS SERVICES:

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

Transfer of Appropriation		Amount
From:	To:	
10062601-5001 Veteran Services/Compensation	10062601-5348 Veteran Services/Client Services	10,000.00
10062601-5101 Veteran Services/Health Insurance	10062601-5348 Veteran Services/Client Services	11,000.00
10062601-5120 Veteran Services/County Share OPERS	10062601-5348 Veteran Services/Client Services	2,000.00

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

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RESOLUTION NO. 22-1055

IN THE MATTER OF PURCHASING RADIOS AND RELATED COMPONENTS FOR USE IN THE COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Communications recommends the purchase of additional radios, and related components and software, for the countywide public safety communications system; and

WHEREAS, the radios and related components are available for purchase at discounted pricing through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the equipment through the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, EF Johnson Company/Kenwood is currently offering a promotion for trading in obsolete radios for a credit on the purchase of new radios; and

WHEREAS, the county has radios that are not needed, obsolete, or unfit for public use and qualify for the trade-in promotion;

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

Section 1. The Board hereby approves the purchase of sixty-four (64) VM5930BF mobiles radios, twelve (12) VP6430BK2 portable radios and related components and software, from Vasu Communications, Inc., a state-approved dealer under the Program, in accordance with Quote Number 201007778, dated September 29, 2022, for a total price of \$29,917.06 and Quote Number 201007737, dated September 22, 2022, for a total price of \$171,466.72.

Section 2. The Board hereby finds that the county has ten (10) Motorola XTL 2500 mobile radios, thirty-two (32) Motorola XTL5000 mobile radios, and thirty (30) XTS5000 Model II portable radios that are not needed, obsolete, or unfit for public use and authorizes the sale of the radios to Vasu Communications, Inc., for a total credit to the purchase price of \$27,160. This credit is reflected in the total price stated in Section 1.

Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS073, Schedule # 573004-0, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

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

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RESOLUTION NO. 22-1056

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 3 TO THE AGREEMENT WITH RUMPKE WASTE, INC., FOR DBFO SERVICES FOR THE DELAWARE COUNTY TRANSFER AND RECYCLING CENTER PROJECT:

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

WHEREAS, on December 21, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1164, approving an agreement with Rumpke Waste, Inc., for DBFO services for the Delaware County Transfer and Recycling Center project (the “Agreement”); and

WHEREAS, on December 13, 2021, the Board adopted Resolution No. 21-1212, approving GMP Amendment No. 1 to the Agreement; and

WHEREAS, on May 26, 2022, the Board adopted Resolution No. 22-435, approving GMP Amendment No. 2 to the Agreement; and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 3 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following GMP Amendment No. 3 to the Agreement with Rumpke Waste, Inc.:

GMP Amendment No. 3

The Delaware County Board of Commissioners and the DB enter into this Amendment as of the date set forth below to amend the Contract they entered into as of December 21, 2020 in connection with the Project known as:

- Project Number:**
- Project Name:** Delaware County Transfer and Recycling Center
888 US-42 N
Delaware, OH 43015
- Owner:** Board of Commissioners of Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
- Design-Builder (“DB”):** Rumpke Waste Inc
3990 Generation Dr
Cincinnati, Ohio 45251

ARTICLE 1- Contract Sum and Related Items for this amendment

1.1 The Contract Sum is **\$579,124**, which is the sum of the estimated Cost of the Work, plus the DB’s Contingency, plus the Construction Stage Design-Services Fee, plus the DB’s Fee as follows:

- 1.1.1**The estimated Cost of the Work is **\$428,276** which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:
 - 1.1.1.1** DB’s Construction Stage Personnel Costs in the amount of \$38,900 which amount shall not exceed \$300,000
 - 1.1.1.2** General Conditions Costs in the amount of \$5,205, which shall not exceed \$45,000
 - .1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: Additional time
 - .2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$47,081 and personnel cost to 336,524
 - 1.1.1.3** all Work the DB proposes to provide through Subcontractors in the amount of \$428,276;
 - 1.1.1.4** all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$0, which amount does not include any costs accounted for under the DB’s Construction Stage Personnel Costs or General Conditions Costs.
- 1.1.2** The DB’s Contingency in the amount of \$0, which shall not exceed 5 percent of the above-identified Cost of the Work.
- 1.1.3** The Construction Stage Design-Services Fee in the amount of \$72,853, which shall not exceed 4 percent of the sum of the above-identified Cost of the Work plus the above-identified DB’s Contingency.
- 1.1.4**The DB’s Fee in the amount of \$33,890, which shall not exceed 6.26 percent of the sum of the Cost of the Work plus the DB’s Contingency plus the Construction Stage Design-Services Fee, all as identified above.

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1.2 Recap of Contract Sum and Related Items:

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase(Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
1.1 Contract Sum	\$5,052,683	\$579,124	\$5,631,807
1.1.1 Estimated Cost of the Work	\$4,325,073	\$428,276	\$4,753,349
1.1.1.1 Personnel Costs	\$297,624	\$38,900	\$336,524
1.1.1.2 General Conditions Costs	\$41,813	\$5,205	\$47,081
1.1.1.3 Subcontracted Work	\$3,985,726	\$428,276	\$4,414,002
1.1.1.4 Self-performed Work	\$0	\$0	\$0
1.1.2 DB's Contingency	\$222,050	\$0	\$222,050
1.1.3 Design-Services Fee	\$212,925	\$72,853	\$285,778
1.1.4 DB's Fee	\$292,635	\$33,890	\$326,525

1.3 The DB's total compensation shall include the DB's Preconstruction Stage Compensation plus the amended amount of the Contract Sum identified in the table above.

1.4 The penal sum of the DB's Bonds shall equal 100 percent of the DB's total compensation minus the DB's Preconstruction Stage Design Services Fee and minus the amended amount of the Design Services Fee identified in the table above.

1.5 Compensation per building is set forth in the **Compensation Schedule** attached as **Exhibit N**.

ARTICLE 2- Contract Times

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work	180 Workdays	5/19/2023

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3- List of Exhibits

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as **GMP Exhibit A**;

(This exhibit includes the AOR-prepared Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the DB relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B**; N/A

(This exhibit includes a complete list of the assumptions and clarifications made by the DB in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as **GMP Exhibit C**;

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB's Fee and the DB's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as **GMP Exhibit D**;

3.1.5 Construction Progress Schedule attached as **GMP Exhibit E**; N/A

3.1.6 Staffing Plan attached as **GMP Exhibit F**; N/A

(This exhibit includes the DB's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the DB's proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB's project manager and superintendent were approved.)

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- 3.1.7 **Subcontractor Work Scopes** attached as **GMP Exhibit G**; N/A
(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)
- 3.1.8 **Scope of DB’s Self-Performed Work** attached as **GMP Exhibit H**; N/A
(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)
- 3.1.9 **Schedule of Allowances** attached as **GMP Exhibit I** (if applicable);
 - Scale House Pier Footings - \$21,000
 - Sidewalk to Scale House - \$12,500
 - Sidewalk to Mechanical Room - \$ 7,500
 - Winter Conditions - \$30,000
 - Scale House - \$ 100,000
- 3.1.10 **Schedule of Unit Prices** attached as **GMP Exhibit J** (if applicable); N/A
(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)
- 3.1.11 **Schedule of Alternates** attached as **GMP Exhibit K** (if applicable); N/A
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)
- 3.1.12 **Schedule of Incentives** and Shared Savings attached as **GMP Exhibit L** (if applicable); N/A
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)
- 3.1.13 **Schedule of Locally Funded Initiatives** attached as **Exhibit M** (if applicable); and N/A
(This exhibit includes a complete list and detailed description of all Locally Funded Initiatives or LFI’s.)
- 3.1.14 **Compensation Schedule** attached as **Exhibit N** (if applicable). N/A
(This exhibit includes the CM’s total compensation as well as compensation per building.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

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

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RESOLUTION NO. 22-1057

IN THE MATTER OF AWARDING A BID AND APPROVING A CASH LEASE TO GARY W. STEGNER FOR THE LEASE OF DELAWARE COUNTY FARM LAND LOCATED AT 6579 MOORE RD, DELAWARE, OHIO 43015:

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

WHEREAS, sealed bids for the leasing of farm land located at the Lower Scioto Water Reclamation Facility, 6579 Moore Road, Delaware, Ohio 43015, were received at the Office of the Sanitary Engineer at 2:00 p.m. Friday, November 18, 2022; and

WHEREAS, two (2) bids were received, and the highest bid received was from Gary W. Stegner; and

WHEREAS, the Sanitary Engineer recommends awarding a cash lease to Gary W. Stegner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the Lease of Delaware County Farm Land located at 6579 Moore Road, Delaware, Ohio 43015, to Gary W. Stegner and directs the Sanitary Engineer to prepare the necessary Notice of Award and cash lease and submit them to the Tenant for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following cash lease with Gary W. Stegner:

CASH LEASE

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

1. This lease is made this 1st day of December, 2022, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Gary W. Stegner, 6770 Howard Road, Sunbury, Ohio 43074, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy 44 acres of land for agricultural use, being the real estate described and

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identified in "Exhibit A" and situated in Concord Township and known as Cropland of Delaware County Lower Scioto Water Reclamation Facility Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2023 crop year beginning on the 1st day of April 2023, at 12:00 p.m. (noon) and ending on December 31, 2023, or ten days after the crops are removed, whichever comes first.

Said lease is thereafter renewable for three (3) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of November 2023 (for the 2024 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 15th of the original term and any renewal period.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$9,680.00, being computed at \$ 220.00 per tillable acre.

One-half of the annual rent shall be due and payable at the Delaware County Regional Sewer District, 50 Channing Street, Delaware, Ohio 43015 on or before April 1, 2023; the remaining one-half of the annual rent is due and payable on or before November 1, 2023 for the crop year. Rent in any renewal period will be due in the same manner on or before April 1st and November 1st for the year the lease is renewed.

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

SECTION IV. LANDLORD CONTRIBUTION

The landlord will furnish the above described real estate.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

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

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

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

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

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

SECTION VII. RIGHT OF ENTRY

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

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

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SECTION IX. YIELDING POSSESSION AT END OF LEASE

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

SECTION X. SUBLEASING

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

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

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

SECTION XII. ADDITIONAL FEATURES

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Regional Sewer District office.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

1. **Indemnity:** The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.
2. **Insurance:** The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:
 - a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
 - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
3. **Severability:** If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
4. **Governing Law:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

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

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

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MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

12
RESOLUTION NO. 22-1058

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE TREASURER:

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

Transfer of Appropriation		
From:	To:	
10014101-5301	10014101-5101	19,000.00
Treasurer/Contracted Prof. Services	Treasurer/Health Insurance	

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

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ADMINISTRATOR REPORTS
-None

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-911 Board meeting later today
-Thank-you for the Budget Presentations and work

Commissioner Benton
-Budget comments
-MORPC meeting later today
-Upcoming meeting for ED411 with MODE and OneColumbus

Commissioner Lewis
-CCAO conference is next week/No Session Thursday

15
RESOLUTION NO. 22-1059

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, PENDING OR IMMINENT LITIGATION, AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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Section 1. The Board hereby adjourns into executive session for consideration of Purchase of Property for Public Purposes, Pending or Imminent Litigation, and Confidential Information Related To Economic.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 22-1060

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners