

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

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

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

10:00 A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For The Lawrence #22 Watershed

**1
RESOLUTION NO. 22-1061**

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

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 22-1062**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1202:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1202 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2205112	POWER SOLUTIONS	EATON KYLE MOST	66211900 -	\$37,619.00
	GROUP LTD	9B PRIMARY SWITCH	5450	

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

**4
RESOLUTION NO. 22-1063**

IN THE MATTER OF ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2023 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mr. Benton, seconded by Mr. Merrell that, in compliance with section 121.22 of the Revised Code, the following Resolution be adopted:

BE IT RESOLVED, that the Delaware County Board of Commissioners shall meet in regular session at 9:30AM on Monday and 9:30AM on Thursday of each week at their Office at 91 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.

BE IT FURTHER RESOLVED, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under the Ohio Revised Code (e.g., Ditch Petitions, Road Alterations, etc.), the Clerk to the Board or, in the absence of the Clerk to the Board, the Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings that may serve as the official record of the Board's proceedings at the viewing.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

BE IT FURTHER RESOLVED, that notification of all special meetings, except those requiring immediate emergency action of the Delaware County Board of Commissioners, shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

BE IT FURTHER RESOLVED, that special meetings may be called upon the direction of the President of the Board of Commissioners or by the request of any two members of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the normal business hours/office hours for the Office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

5

RESOLUTION NO. 22-1064

IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:

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

WHEREAS, pursuant to R.C. 121.22(F), the Board of County Commissioners, Delaware County, Ohio ("Board") is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and

WHEREAS, the Board also desires, consistent with R.C. 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board;

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2023 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2023:

1. All regularly scheduled meetings of the Board held in 2023 shall be held in accordance with the following schedule:

Time:	9:30AM
Days/Dates:	On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.
Place:	91 N. Sandusky Street, Delaware, Ohio 43015 2nd Floor Hearing Room
2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board's office and on the Board's website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.
5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
 - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

- B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
 - C. Prominently post advance notice of the meeting in the Board’s office; and
 - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
- A. Provide notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
 - C. Prominently post notice of the meeting in the Board’s office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board’s office and on the Board’s website and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

**6
RESOLUTION NO. 22-1065**

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR THURSDAY JANUARY 5, 2023; AND MONDAY JANUARY 9, 2023:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Commissioners’ sessions scheduled for Thursday January 5, 2023; and Monday January 9, 2023.

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

**7
RESOLUTION NO. 22-1066**

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

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 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 the Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North Delaware, OH on January 12, 2023; at no cost.

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

**8
RESOLUTION NO. 22-1067**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

Transfer of Appropriation

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

From:	To:	
10011303-5305	10011303-5225	\$15,000.00
EMS/Training	Personal Protective Equipment	
10011303-5305	10011303-5244	\$5,000.00
EMS/Training	Medical Supplies	
10011303-5310	10011303-5244	\$12,000.00
EMS/Travel Non-Taxed	Medical Supplies	
10011303-5319	10011303-5201	\$ 7,000.00
EMS/Reimbursements	Gen Supplies & Equip < 1,000	
10011303-5319	10011303-5243	\$ 2,000.00
EMS/Reimbursements	Drugs & Pharmaceuticals	

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

9

RESOLUTION NO. 22-1068

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE PROPOSALS FOR RESIDENTIAL AND NON-RESIDENTIAL INSPECTION AND PLAN REVIEW SERVICES:

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

WHEREAS, the Department of Building Safety desires to receive proposals for Residential and Non-Residential Inspection and Plan Review Services; and

WHEREAS, the Department of Building Safety has prepared the request for proposals documents, including proposal requirements, format, and forms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Request for Proposal Documents for Residential and Non- Residential Inspection and Plan Review Services and authorizes the Department of Building Safety to advertise for and receive proposals on behalf of the Board in accordance with the following Request for Proposals:

Advertisement

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for residential and non-residential inspections and plan review services. The contract period shall be for one (1) year. Proposals will be received at the Delaware County Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio 43015, until 3:00 p.m. on Friday, December 30, 2022. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, and only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Building Safety Office, 50 Channing Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the offeror’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the offeror and Delaware County. Delaware County shall have no liability whatsoever to any offeror whose proposal is not accepted.

End of Advertisement.

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

10

RESOLUTION NO. 22-1069

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2024 FOR THE GORSUCH JOINT COUNTY #588 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022

recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Gorsuch Joint County #588 Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2024, the following information may be used to initiate the account:

Name: Gorsuch Joint County #588
Account: 2206
Organization: 21911401
Amount: \$15,000.00
2020 Collection: 5.0%

Maintenance Easement Description: (Map available at Engineer’s Office)

Commencing at the west right-of-way of N. County Line Rd. and extending downstream to the junction of the Gorsuch Joint County ditch with the Cook Joint County ditch.

A to B:
25 feet right of top of bank
25 feet left of top of bank

B to C:
25 feet right of top of bank
25 feet left of top of bank

C to D:
25 feet right of top of bank
25 feet left of top of bank

E to C:
Access easement, 30 feet centered on the driveway

F to G:
Access easement, 30 feet centered on the driveway

H to J:
Access easement, 30 feet centered on the driveway

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Gorsuch Joint County #588 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2024;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project’s final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

11
RESOLUTION NO. 22-1070

IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO THE BURNT POND ROAD BRIDGE OVER BLUES CREEK AND APPROVING A PROFESSIONAL SERVICES AGREEMENT:

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

WHEREAS, section 5591.21 requires the board of county commissioners to construct and keep in repair necessary bridges over streams and public canals on county and improved roads; and

WHEREAS, the County Engineer has determined that replacement of the bridge on Burnt Pond Road (Township Road 165) over Blues Creek (the “Improvement”) is necessary for the safety and welfare of the public; and

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

WHEREAS, the County Engineer has selected DGL Engineers, LLC, through a qualifications-based selection process and has negotiated a contract for providing professional design services, including preparation of surveys, plans, reports, calculations, specifications and estimates for the Improvement;

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

Section 1. The Board hereby finds that the Improvement is necessary for the public safety and welfare.

Section 2. All costs for the Improvement shall be paid for from any funds appropriated for roads and bridges.

Section 3. The Board hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT
DEL-TR165-1.01 Burnt Pond Road over Blues Creek**

This **Agreement** is made and entered into this 5th day of December, 2022, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **DGL Consulting Engineers, LLC**, 3455 Briarfield Blvd., Suite E, Maumee, Ohio 43537, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant shall provide professional design services to the County for the Project known as DEL-TR165-1.01 Burnt Pond Road over Blues Creek (the “Services”), more specifically described in and rendered by the Consultant in accordance with, the following documents to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:

- 1.1.1 County’s Scope of Services dated: **October 28, 2022**
- 1.1.2 Consultant’s Price Proposal dated: **October 31, 2022**

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.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.

2.2 The Project Manager 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 Fee Proposal and other documents enumerated in Section 1 and as follows:

- a. For all Services described in the Scope of Services and Fee Proposal as “Authorized Services,” the lump sum fee shall not exceed **\$239,257**.
- b. For all Services described in the Scope of Services and Fee Proposal as “If Authorized Services,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$35,974**.

4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.

4.3 Total compensation under this Agreement shall not exceed **\$275,231** without a subsequent written modification signed by both Parties.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

- 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 as set forth in the Scope of Services.

5 NOTICES

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

County Engineer:

Name: Delaware County Engineer
Attn: Robert M. Riley, P.E., P.S. – Chief Deputy Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: rriley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: DGL Consulting Engineers, LLC
Scot A. Morehouse, P.E. – Principal – Director of Structures

Address of Firm: 3455 Briarfield Blvd., Suite E

City, State, Zip: Maumee, Ohio 43537

Telephone: 419-535-1015

Email: smorehouse@dgl-ltd.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 shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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 not commence Services until a written Notice to Proceed ("Authorization") from the Project Manager is received.
- 7.2 The Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 The Consultant shall complete all work and file all required contract deliverables with the County no later than the date specified in the Scope of Services. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager 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

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

- 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 take effect unless and until approved in a writing signed by both Parties.

10 OWNERSHIP OF DESIGN DELIVERABLES

- 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.

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.

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.

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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

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.

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

- 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 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively

**COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022**

utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

12

RESOLUTION NO. 22-1071

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
UT22-0202	COLUMBIA GAS OF OHIO	ROSALIND BLVD	GAS
UT22-0203	SPECTRUM	GORSUCH RD	CABLE

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

13

RESOLUTION NO. 22-1072

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE BOND FOR LIBERTY BLUFF SECTION 2:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within and Liberty Bluff Section 2 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.100 mile to Township Road Number 1738, Bluffway Drive
- An addition of 0.412 mile to Township Road Number 1739, Scenic Bluff Court

WHEREAS, the Engineer also recommends that the 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1738, Bluffway Drive at its intersection with Township Road Number 1739, Scenic Bluff Court

WHEREAS, the Engineer requests approval to return the maintenance bond being held for the Subdivision;

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 accepts the roads, approves speed limits and stop conditions, and releases the maintenance bond in accordance with the Engineer’s recommendations stated herein.

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

14

RESOLUTION NO. 22-1073

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A TRANSFER OF APPROPRIATION:

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

Supplemental Appropriation		
22211330-5437	American Rescue Plan/Broadband & Fiber	50,000.00

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022

Transfer of Appropriation

From:	To:	
20410301-5001	20410301-5331	5,300.00
Dog and Kennel Auditor/Compensation	Dog and Kennel Auditor/Postage	

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

PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR LAWRENCE #22 WATERSHED

15

RESOLUTION NO. 22-1074

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION OF THE LAWRENCE #22 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY KIRT E. WHITESIDE:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:00A.M..

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

15 continued

RESOLUTION NO. 22-1075

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

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

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

15 continued

RESOLUTION NO. 22-1076

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE LAWRENCE #22 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY KIRT E. WHITESIDE:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 11:03A.M..

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

15 continued

RESOLUTION NO. 22-1077

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE LAWRENCE #22 WATERSHED DRAINAGE IMPROVEMENT, PETITIONED BY KIRT E. WHITESIDE:

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

WHEREAS, on May 17, 2022, a petition for the Lawrence #22 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on Monday September 12, 2022, the Board conducted a view of the proposed improvement; and

WHEREAS, on Monday December 5, 2022, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 2022

public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed LAWRENCE #22 Watershed Drainage Improvement. The Board hereby sets December 5, 2024, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE LAWRENCE #22 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311491.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

16
ADMINISTRATOR REPORTS
-none

17
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
-Attended The Ed411 With Mode And Onecolumbus On Friday; Well Attended-Good Networking, Intel And Honda Information
-Morpc Meeting; There May Be Federal Dollar Funding Available For Local Planning For Intel Planning
-Regional Treasury Planning Meeting Later This Week
- Ccao Conference Is This Week
-Pin Holiday Event On Sunday
-Football

Commissioner Merrell
-Attended The ED411 With Mode And OneColumbus On Friday
-At The CCAO Conference This Week; Will Be Part Of A Panel With Jane Hawes On Board Appointments
-On Tuesday Attending The CookTri-County Drainage Hearing In Franklin County

Commissioner Lewis
-Moderating A Panel On The Stepping-Up Program With Justice Stratton
-CCAO Conference This Week/No Session Thursday

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners