

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

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

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

**1**  
**RESOLUTION NO. 23-276**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 6, 2023:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 6, 2023; and

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

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

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

**2**  
**PUBLIC COMMENT**  
 -None.

**3**  
**RESOLUTION NO. 23-277**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0407 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0407:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0407, memo transfers in batch numbers MTAPR0407 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b> (P2301585) AEP	Utilities	10011303-5338	\$15,200.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2302893	MIKES ROOFING INC	WIND DAMAGE AT DOG SHELTER 04.01.23	60111901 - 5370	\$8,300.00
R2302895	FINANCE DIRECTOR,DELAWARE CORP	2023 EMS RUNS	10011303 - 5345	\$95,9450.60
R2302896	LIBERTY TWP FIRE DEPT	2023 EMS RUNS	10011303 - 5345	\$426,422.50
R2302909	ISIMULATE LLC	SIMULATION MANIKIN	42311453 - 5450	\$17,985.00

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

**4**  
**RESOLUTION NO. 23-278**

**IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING APRIL 9-15, 2023 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:**

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

WHEREAS, the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Public Safety Telecommunicator Week; and

WHEREAS, emergencies can occur at any time; and

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

WHEREAS, public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response; and

WHEREAS, public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, emergency medical and emergency management responders; and

WHEREAS, this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel; and

WHEREAS, the services of public safety telecommunicators is a “silent service” that is seldom observed by the public that deserves recognition; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, enthusiastically supports recognition of all our professional public safety telecommunicators, declaring the second full week of April as the National Public Safety Telecommunicator Week in Delaware County, and that all our residents are invited to observe this event.

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

**5  
RESOLUTION NO. 23-279**

**IN THE MATTER OF A TRANSFER OF STOCK AT H2R2 HOLDINGS LLC (DBA FRACASSO VILLAGE PIZZA) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a transfer of stock at H2R2 Holdings LLC located at 3699 S SR605 & Patio, Galena, Ohio 43021; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**6  
RESOLUTION NO. 23-280**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM GREENE APPELL EVANS FARM LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request of a new D5 and D6 liquor license request from Greene Appell Evans Farm LLC, located at 5833 Evans Farm Drive, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**7  
RESOLUTION NO. 23-281**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM BENTOS LUNCH LLC (DBA TARANTOS PIZZA) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request of a new D5 license request from Bentos Lunch LLC (DBA Tarantos Pizza), located at 1282 E Powell Road, Lewis Center, Ohio 43035; and

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**8**  
**RESOLUTION NO. 23-282**

**IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS, AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE PREFABRICATED STORM SHELTER:**

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

WHEREAS, the Director of Facilities recommends approval of the Estimate, Bid Specifications, and Bid Opening Date and Time for the project known as the Prefabricated Storm Shelter;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Estimate, Bid Specifications, and Bid Opening Date and Time for the project known as the Prefabricated Storm Shelter:

**Delaware County Board of Commissioners  
PUBLIC NOTICE  
INVITATION TO BID**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 2:00 PM on Tuesday May 9, 2023, at which time they will be publicly received and read aloud for the following project:

**PREFABRICATED STORM SHELTER**  
1776 St Rt. 521, Delaware, Ohio 43015

A Bid Guaranty must be submitted with each bid, pursuant to the requirements of O.R.C. 153.54.

To access this Project through the electronic bidding service, you must first register at [www.bidexpress.com](http://www.bidexpress.com) by clicking on the “REGISTER FOR FREE” button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at 888.352.2439 or via email at support@bidexpress.com.

Bids are to be submitted in accordance with the specifications and drawings prepared by: Sands Decker CPS, LLC, 1495 Old Henderson Rd., Columbus, Ohio 43220.

Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Each bid shall contain the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

This Notice is posted on the Internet and may be viewed on Delaware County’s web site at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) under the heading “Public Notices and Bids.”

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

**9**  
**RESOLUTION NO. 23-283**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS AND ESTIMATES, AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-COUNTY EMS STATION 9 ASPHALT PARKING LOT PAVING:**

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

WHEREAS, the County Engineer has prepared plans, specifications, and estimates for the project known as DEL-County EMS Station 9 Asphalt Parking Lot Paving (the “Project”);

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023

Section 1. The Board hereby approves the plans, specifications and estimates for the Project.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids for the Project on behalf of the Board, in accordance with the following advertisements for bids:

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00am on Tuesday, May 2, 2023, at which time they will be publicly received and read aloud, for the project known as:

**DEL-County EMS Station 9  
Asphalt Parking Lot Paving:**

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before August 31, 2023. The estimated commencement of work date is May 15, 2023.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:  
April 14, 2023

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

**10**

**RESOLUTION NO. 23-284**

**IN THE MATTER OF AWARDING A BID TO, AND APPROVING CONTRACTS WITH, DR LAWNCARE, LLC, FOR ROADSIDE MOWING IN 2023:**

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

WHEREAS, on January 25, 2022, bids were opened for roadside mowing in 2022, with Alternative Bid #1 for roadside mowing in 2023; and

WHEREAS, an award was made to, and contracts entered into with, DR Lawncare, LLC, for roadside mowing in 2022, pursuant to Resolution Nos. 22-172 and 22-173; and

WHEREAS, the County Engineer recommends awarding Alternative Bid #1 for roadside mowing in 2023 to DR Lawncare, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards Alternative Bid #1 for roadside mowing in 2023 to DR Lawncare, LLC, and approves the following contracts with DR Lawncare, LLC:

**Roadside Mowing Contract (South):**

**CONTRACT**

THIS AGREEMENT is made this 10<sup>th</sup> day of April, 2023 by and between DR Lawncare LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

**DR Lawncare LLC  
784 TR 1894**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

**Ashland, OH 44805**

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2022-2023 Roadside Mowing (South) Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Six Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$66,969.50), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2023 at Fifty-Six Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$56,969.50), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

**Roadside Mowing Contract (North):**

**CONTRACT**

THIS AGREEMENT is made this 10<sup>th</sup> day of April, 2023 by and between DR Lawncare LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

**DR Lawncare LLC  
784 TR 1894  
Ashland, OH 44805**

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2022-2023 Roadside Mowing (North) Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Four Thousand Nine Hundred Thirty Dollars and Ninety-Six Cents (\$64,930.96), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2023 at Fifty-Four Thousand Nine Hundred Thirty Dollars and Ninety-Six Cents (\$54,930.96), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

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

**11**

**RESOLUTION NO. 23-285**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR BERLIN BLUFFS SECTION 1 AND BERLIN BLUFFS SECTION 2:**

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Berlin Bluffs Section 1 and Berlin Bluffs Section 2; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Berlin Bluffs Section 1 and Berlin Bluffs Section 2 as follows:

Berlin Bluffs Section 1:

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 23025**

**THIS AGREEMENT**, executed on this 10<sup>th</sup> day of April, 2023, between Pulte Homes of Ohio LLC, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Berlin Bluffs Sec 1 further identified as Project Number 23025 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.

2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Fifty Thousand Dollars and No Cents (\$50,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

CONSTRUCTION COST ESTIMATE	\$1,684,300.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$168,500.00
INSPECTION FEE DEPOSIT	\$50,000.00

Berlin Bluffs Section 2:

**OWNER'S AGREEMENT  
PROJECT NUMBER: 23026**

**THIS AGREEMENT**, executed on this 10<sup>th</sup> day of April, 2023, between Pulte Homes of Ohio LLC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Berlin Bluffs Sec 2 further identified as Project Number 23026 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Thirty Four Thousand Dollars and No Cents (\$34,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$858,900.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$85,900.00
INSPECTION FEE DEPOSIT	\$34,000.00

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

**12**

**RESOLUTION NO. 23-286**

**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mrs. Lewis, 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:

<u>Permit #</u>	<u>Applicant</u>	<u>Location</u>	<u>Type of Work</u>
UT2023-0068	SPECTRUM	ROSECRANS ROAD	BURY CABLE
UT2023-0069	SPECTRUM	BRIDLESPUR LANE	REPLACE CABLE

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

**13**

**RESOLUTION NO. 23-287**

**IN THE MATTER OF AWARDDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2023:**

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

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

**Bid Award Recommendations; Bids Opened March 28, 2023:**

WHEREAS, as the result of the referenced bid opening, the Engineer recommends that the Board of Commissioners award bids as set forth herein;

NOW, THEREFORE, BE IT RESOLVED that the following non-exclusive bid awards are hereby approved by the Board of Delaware County Commissioners:

<i>ITEM</i>	THE SHELLY COMPANY <i>PRICE</i>	SHELLY & SANDS INC. <i>PRICE</i>	ASPHALT MATERIALS INC. <i>PRICE</i>	MID-OHIO PAVING INC. <i>PRICE</i>	DECKER MATERIALS COMPANY <i>PRICE</i>
<b>HOT MIX ASPHALT:</b>					
1-301 ASPHALT CONCRETE BASE (301.02)-TON	\$76.50	\$76.00		\$68.00	\$85.00
2-302 ASPHALT CONCRETE BASE (302.02)-TON	\$76.50	\$76.00		\$68.00	
3-SURFACE TYPE 1 (441) -TON	\$89.50	\$88.00		\$78.00	\$85.00
4- INTERMEDIATE TYPE 1 (441) – TON	\$89.50	\$88.00		\$78.00	\$85.00
5- INTERMEDIATE TYPE 2 (441)- TON	\$82.50	\$79.00		\$71.00	\$85.00
<b>ASPHALT LIQUIDS- PICKED UP AT PLANT</b>					
1-MC-30 (702.02)- GALLON			\$4.21		
2-RS-2 (702.04)- GALLON			\$2.23		
3- RS-2P (702.04)- GALLON			\$2.53		
4- CRS-S (702.04)- GALLON			\$2.33		
5- CRS-2P (702.04)- GALLON			\$2.63		
6- SS-1 (702.04)- GALLON			\$2.73		
7- SS-1H (704.04)- GALLON			\$2.63		\$3.75
<b>ASPHALT LIQUIDS- DELIVERED TO JOB</b>					
1- MC-30 (702.02)- GALLON			\$4.42		
2- RS-2 (702.04)- GALLON			\$2.35		
3- RS-2P (702.04)- GALLON			\$2.65		
4- CRS-2 (702.04)- GALLON			\$2.45		
5- CRS-2P (702.04)- GALLON			\$2.75		
6- SS-1 (702.04)- GALLON			\$2.85		
7- SS-1H (702.04)- GALLON			\$2.75		

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

**14**

**RESOLUTION NO. 23-288**

**IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, A COOPERATIVE AGREEMENT WITH THE CITY OF DELAWARE FOR A FEASIBILITY STUDY RELATED TO THE DELAWARE MUNICIPAL AIRPORT:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners and the City of Delaware are mutually interested in pursuing a potential agreement with respect to the ongoing operations at the Delaware Municipal Airport and the creation of a regional airport authority but mutually recognize that, prior to any such agreement, the parties must conduct certain financial and legal assessments and other due diligence investigations (collectively “Feasibility Study”); and

WHEREAS, the County Administrator recommends entering into a cooperative agreement with the City of Delaware for the joint completion of the Feasibility Study;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the following Cooperative Agreement with the City of Delaware for the Feasibility Study related to the Delaware Municipal Airport:

**COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is made and entered into on April 10, 2023 (the “Effective Date”) by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County, Ohio (the “County”), a political subdivision formed under the laws of the State of Ohio, and the City of Delaware, Ohio (the “City”), an Ohio municipal corporation (individually referred to herein as a “Party” and

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

collectively referred to herein as the “Parties”).

**RECITALS:**

- A. The City currently operates the Delaware Municipal Airport Jim Moore Field (the “Airport”) in accordance with Chapters 717 and 719 of the Ohio Revised Code, and the County may, pursuant to section 307.20 of the Ohio Revised Code, exercise the same authority with respect to airports and, pursuant to Chapter 308 of the Ohio Revised Code, create a regional airport authority.
- B. The City and the County are mutually interested in pursuing a potential agreement with respect to the ongoing Airport operations and the creation of a regional airport authority but mutually recognize that, prior to any such agreement, the Parties must conduct certain financial and legal assessments and other due diligence investigations (collectively “Feasibility Study”)
- C. The Feasibility Study may consist of (1) an assessment of the following factors related to the Airport: cost benefit analysis; physical assets and needed improvements; operations; contractual, legal, and other obligations; financial condition; future financial needs, including capital expenditures; and economic development opportunities; and (2) an assessment of whether it would be beneficial to create a regional airport authority in light of such factors.
- D. The purpose of this Agreement is to outline the partnership in funding and overseeing the Feasibility Study including retaining consultants and other experts to conduct the Preliminary Analyses.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Contracting for the Feasibility Study. The City shall, in consultation and concurrence with the County, contract with qualified consultants and other experts, including attorneys (collectively, the “Consultants”), approved in writing as acceptable to both Parties, to conduct the Feasibility Study. For purposes of this Agreement the City Manager and County Administrator are each authorized to grant the concurrence and approval contemplated herein for their respective Parties. The City shall, in consultation with the County, be responsible for managing and coordinating with the Consultants and for payment of all invoices from the Consultants. The Consultants shall provide regular status updates to the County and City as the Feasibility Study progresses, and the County shall cooperate in providing any information to the Consultants necessary to complete the Feasibility Study. Upon completion of the Feasibility Study, the Parties mutually agree to consider, in good faith, a final agreement between the Parties as contemplated herein.

Section 2. Contributions of the Parties. Pursuant to this Agreement, the County and the City shall each be responsible for fifty percent (50%) of the cost of the Consultants and the Feasibility Study, with the total cost not to exceed an amount as mutually agreed between the City Manager and the County Administrator. Any contract the City enters into for Consultants shall, before taking effect, be submitted to the County Administrator for the certification of funds necessary for the County’s share of the cost by the Delaware County Auditor and the County Administrator’s approval. The City shall submit invoices to the County periodically, but no more than once per month, for the payment of the County’s share of the cost of the Feasibility Study. In the event the cost of the Feasibility Study is at any time anticipated to exceed the maximum amount mutually agreed between the City Manager and the County Administrator, then the Parties shall in good faith mutually consider how to address the excess cost by a change in the scope of the Feasibility Study or early termination of this Agreement.

Section 3. Term and Termination. The Agreement shall be in force and effect as of the Effective Date and shall expire one year from the Effective Date or upon completion of the Feasibility Study, whichever occurs first. The Agreement may be extended or terminated early only by written consent of both Parties.

Section 4. Binding Effect. This Agreement is a binding obligation on the Parties hereto. Notwithstanding the foregoing, the Parties acknowledge and agree that implementation of the Preliminary Analyses shall be subject to future approvals of a final agreement by and between the Parties.

Section 5. Representations of the County. The County represents that:

- (a) It is duly organized and validly existing under the laws of the State of Ohio;
- (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement;
- (c) it is not in violation of or in conflict with any provisions of the laws of the State of Ohio that would impair its ability to carry out its obligations contained in this Agreement;
- (d) it is empowered to enter into the transactions contemplated by this Agreement;
- (e) it has duly authorized the execution, delivery and performance of this Agreement; and

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023**

---

- (f) it will do all things in its power in order to assure the assumption of its obligations under this Agreement by any successor public body.

Section 6. Representations of the City. The City represents that:

- (a) It is duly organized and validly existing under the laws of the State of Ohio;
- (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement;
- (c) it is not in violation of or in conflict with any provisions of the laws of the State of Ohio that would impair its ability to carry out its obligations contained in this Agreement;
- (d) it is empowered to enter into the transactions contemplated by this Agreement;
- (e) it has duly authorized the execution, delivery and performance of this Agreement; and
- (f) it will do all things in its power in order to assure the assumption of its obligations under this Agreement by any successor public body.

Section 7. Events of Default; Remedies. Any failure by the County or City, as applicable, to observe and perform any of the obligations under this Agreement shall be considered an event of default hereunder. Upon the occurrence of an event of default, and after the expiration of thirty (30) days after written notice of the event of default is delivered to the defaulting party by the non-defaulting party, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity. This Agreement shall be governed by the laws of the State of Ohio, and any and all disputes arising hereunder shall only be filed in and heard before the courts of Delaware County, Ohio.

Section 8. Miscellaneous.

- (a) Assignment and Amendment. This Agreement may only be assigned and/or amended if approved in writing by both Parties.
- (b) Notices. All notices, certificates, requests or other communications hereunder shall be deemed to be sufficiently given on the next business day when mailed by overnight courier, or when personally delivered, or three (3) business days after deposit in the U.S. registered or certified mail, postage prepaid, addressed as follows, in each case with all delivery charges and postage prepaid:

To County: Delaware County Board of Commissioners  
91 N. Sandusky Street  
Delaware, Ohio 43015  
Attention: County Administrator

To the City: City of Delaware, Ohio  
1 South Sandusky Street  
Delaware, Ohio 43015  
Attention: City Manager

- (c) Binding Effect. This Agreement shall be binding in accordance with its terms upon the County and the City, and shall inure to the benefit thereof and their respective successors and assigns.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.
- (e) Severability. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- (f) Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and Agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 10, 2023

---

applicable law. No such covenant, stipulation, obligation or Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Parties in other than his or her official capacity, and neither the members of the Delaware County Board of County Commissioners, nor the members of the Delaware City Council, nor any other officer of either shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, stipulations, obligations or agreements of the Parties, respectively, contained in this Agreement or in any other document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names, all as of the Effective Date.

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

**15**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

- Attended a Pre-Hospital Care Board Meeting last week.
- Attended a Revolving Loan Fund meeting last week.
- The Finance Authority meets this Wednesday evening.

Dawn Huston, Deputy Administrator

-No reports.

Aric Hochstettler, Deputy Administrator

-No reports.

**16**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-No reports.

Commissioner Merrell

-Had an experience that reminded him of the great people living and working in Delaware County.

Commissioner Benton

-Attended a MORPC meeting last Thursday. The City of Newark and South Bloomfield township are joining MORPC.

There being no further business, the meeting adjourned.

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

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

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

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