

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

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

**1
RESOLUTION NO. 24-01**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 21, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on December 21, 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 Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-02**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0110, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0110:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0110, memo transfers in batch numbers MTAPR 0110 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2400003) PNC	Land & Buildings	10011105-5200	\$80,200.00
(P2400233) NAPA Auto Parts	County Garage	10011106-5228	\$60,500.00
(P2400232) Mathews Ford	County Garage	10011106-5228	\$22,500.00
(P2400232) Mathews Ford	County Garage	10011106-5328	\$8,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2400027	BEEMS BP DIST INC	FUEL VEHICLES	10011106 - 5228	\$ 450,000.00
R2400031	RICART AUTOMOTIVE INC	VEHCILE PARTS	10011106 - 5228	\$ 15,000.00
R2400031	RICART AUTOMOTIVE INC	VEHICLE REPAIR	10011106 - 5328	\$ 15,000.00
R2400041	SUPERIOR PETROLEUM EQUIPMENT LLC	FUEL PUMP PARTS	10011106 - 5228	\$ 5,500.00
R2400041	SUPERIOR PETROLEUM EQUIPMENT LLC	FUEL PUMP REPAIRS	10011106 - 5328	\$ 12,500.00
R2400045	GEO BYERS SON HOLDING INC	VEHICLE PARTS	10011106 - 5228	\$ 3,000.00
R2400045	GEO BYERS SON HOLDING INC	VEHICLE REPAIRS	10011106 - 5328	\$ 2,500.00

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

R2400049	BEST ONE TIRE & SERVICE OF LIMA INC	TIRES	10011106 - 5228	\$ 60,000.00
R2400049	BEST ONE TIRE & SERVICE OF LIMA INC	TIRE SERVICE	10011106 - 5328	\$ 750.00
R2400056	FLEETCOR TECHNOLOGIES INC	VEHICLE FUEL	10011106 - 5228	\$ 50,000.00
R2400060	M D TRANSMISSIONS LTD	VEHICLE PARTS	10011106 - 5228	\$ 5,000.00
R2400060	M D TRANSMISSIONS LTD	VEHICLE REPAIR	10011106 - 5328	\$ 2,500.00
R2400077	BRIGHTLY SOFTWARE INC	CAPITAL FORECAST	10011105 - 5320	\$ 7,899.00
R2400085	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINT. AGREEMENT	10011105 - 5325	\$ 10,051.68
R2400096	OTIS ELEVATOR CO INC	ELEVATOR MAINT AGREEMENT	10011105 - 5325	\$ 15,500.00
R2400113	THYSSENKRUPP ELEVATOR CORP	MAINTENANCE AGREEMENT	10011105 - 5325	\$ 24,000.00
R2400129	HONEYWELL INC	BUILDING CONTROLS	10011105 - 5325	\$ 24,000.00
R2400144	PITNEY BOWES INC	POSTAGE FOR MAIL MACHINE	10011105 - 5331	\$ 220,000.00
R2400157	GRANITE TELECOMMUNICATIONS LLC	PHONE SERVICE	10011105 - 5330	\$ 9,000.00
R2400165	FRONTIER	PHONE SERVICE	10011105 - 5330	\$ 30,000.00
R2400180	FIRST COMMUNICATIONS LLC	PHONE SERVICE	10011105 - 5330	\$ 8,000.00
R2400189	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC UTILITIES	10011105 - 5338	\$ 120,000.00
R2400199	COLUMBIA GAS OF OHIO	GAS UTILITIES	10011105 - 5338	\$ 150,000.00
R2400207	AMERICAN ELECTRIC POWER	ELECTRIC UTILITIES	10011105 - 5338	\$ 470,000.00
R2400220	CITY OF DELAWARE	WATER TRASHSERVICE SEWAGE	10011105 - 5338	\$ 50,000.00
R2400322	TREASURER,STATE OF OHIO	INSPECTIONS FEES	10011105 - 5316	\$ 8,000.00
R2400333	CEBCO	2024 MEDICAL & PRESCRIPTION CLAIMS	60211902 - 5370	\$ 20,000,000.00
R2400333	CEBCO	2024 DENTAL	60211902 - 5370	\$ 490,000.00
R2400333	CEBCO	2024 VISION	60211902 - 5370	\$ 110,000.00
R2400352	OHIO COMMERCIAL DOOR CO INC	DOOR PARTS	10011105 - 5201	\$ 2,500.00
R2400352	OHIO COMMERCIAL DOOR CO INC	DOOR REPAIR	10011105 - 5328	\$ 4,000.00
R2400373	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY & SECURITY SERVICES	10011105 - 5345	\$ 12,000.00
R2400373	NORTHWESTERN OHIO SECURITY SYS INC	EQUIPMENT RENTAL	10011105 - 5335	\$ 2,000.00
R2400373	NORTHWESTERN OHIO SECURITY SYS INC	MATERIAL & SUPPLIES	10011105 - 5201	\$ 500.00
R2400380	INTEGRATED PROTECTION SERVICE INC	SERVICE AGREEMENT	10011105 - 5325	\$ 13,450.00
R2400381	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER PROJECT - 911	21411306 - 5437	\$ 400,415.52
R2400381	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER PROJECT - BOC	42311453 - 5437	\$ 623,930.05

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

R2400381	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER PROJECT - RSD	66211900 - 5437	\$ 90,957.63
R2400388	PENN CARE MEDICAL PRODUCTS	AMBULANCES - 2022 ORDER	42311453 - 5450	\$ 495,088.00
R2400392	PROPERTY WORX LLC	SNOW & ICE CONTROL	10011105 - 5325	\$ 75,000.00
R2400397	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES - 2022 ORDER	42311453 - 5450	\$ 5,424.40
R2400401	PARALLEL TECHNOLOGIES INC	PHONE PARTS	10011105 - 5201	\$ 3,500.00
R2400401	PARALLEL TECHNOLOGIES INC	SOFTWARE	10011105 - 5320	\$ 4,500.00
R2400402	PENN CARE MEDICAL PRODUCTS	AMBULANCES - 2023 ORDER	42311453 - 5450	\$ 598,823.98
R2400406	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES - 2023 ORDER	42311453 - 5450	\$ 7,500.00
R2400410	HALL PUBLIC SAFETY UPFITTERS	INSTALL RADIO EQUIP - AMBULANCES - 2023 ORDER	42311453 - 5450	\$ 10,000.00
R2400413	PENN CARE MEDICAL PRODUCTS	AMBULANCES - 2024 ORDER	42311453 - 5450	\$ 620,800.00
R2400415	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES - 2024 ORDER	42311453 - 5450	\$ 10,000.00
R2400419	HALL PUBLIC SAFETY UPFITTERS	INSTALL RADIO EQUIP - AMBULANCES - 2024 ORDER	42311453 - 5450	\$ 15,000.00
R2400434	RAVINES AT MEADOW RIDGE LLC	DEDICATED RIGHT OF WAY	45411450 - 5402	\$ 1,100,000.00
R2400439	TURNING POINT	DOMESTIC VIOLENCE FUNDS	74811311 - 5301	\$ 32,000.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - AUDITOR	10010102 - 5335	\$ 7,495.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - COMMISSIONERS	10011102 - 5335	\$ 3,710.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - FACILITIES	10011105 - 5335	\$ 32,400.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - BUILDING SAFETY	10011301 - 5335	\$ 60,600.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - EMS	10011303 - 5335	\$ 16,485.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - PROSECUTOR	10012101 - 5335	\$ 3,710.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - JUVENILE COURT	10026201 - 5335	\$ 16,600.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - CORONER	10030301 - 5335	\$ 3,850.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - SHERIFF	10031301 - 5335	\$ 77,600.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - VETERANS SERVICES	10062601 - 5335	\$ 45,400.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - AUDITOR	20110105 - 5335	\$ 4,180.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - DOG WARDEN	20411305 - 5335	\$ 17,800.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - JOB & FAMILY SERVICES	22411605 - 5335	\$ 26,145.00
R2400441	ENTERPRISE FM TRUST	VEHICLE LEASES - REGIONAL SEWER	66211900 - 5335	\$ 146,000.00
R2400476	STAPLES BUSINESS ADVANTAGE	JANITORIAL SUPPLIES	10011105 - 5201	\$ 35,000.00
R2400480	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011105 - 5201	\$ 50,000.00

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

R2400519	HORIZON NETWORK PARTNERS	FIBER RUN TO SHERIFF TRAINING ACADEMY	42311453 - 5437	\$ 63,504.00
R2400562	GOVCONNECTION INC	19 IPAD PROS 12.9 128G	10011303 - 5260	\$ 23,657.85
R2400584	ALPHA GROUP OF DELAWARE INC	JANITORIAL SERVICE	10011105 - 5325	\$ 25,000.00
R2400590	STATE INDUSTRIAL PRODUCTS INC	WATER TREATMENT PROGRAM	10011105 - 5325	\$ 10,000.00
R2400606	INTERFLEX PAYMENTS LLC	2024 FSA ADMIN FEES	60211902 - 5370	\$ 17,000.00
R2400615	INTERFLEX PAYMENTS LLC	2024 FSA CLAIMS	60211925 - 5370	\$ 515,000.00
R2400621	JOHNSON PROPERTY SERVICES LLC	LOT SWEEPING	10011105 - 5325	\$ 12,500.00
R2400622	STRATEGIC BENEFIT DESIGN LLC	2024 CONSULTING FEES	60211902 - 5301	\$ 35,000.00
R2400623	IGS VENTURES INC	GAS UTILITIES	10011105 - 5338	\$ 24,000.00
R2400624	PETERSON CONSTRUCTION CO	REPAIR LIBERTY PARK PUMP STATION DAMAGED IN	60111901 - 5370	\$ 34,628.00
R2400625	RELIASTAR LIFE INSURANCE CO	2024 GTL PREMIUMS	60211902 - 5370	\$ 120,000.00
R2400628	GOTCO EXCLUSIVE CARPET CARE	CARPET CLEANING	10011105 - 5328	\$ 24,000.00
R2400643	BUCKEYE POWER SALES CO INC	SERVICE CONTRACT GENERATORS	10011105 - 5325	\$ 15,000.00
R2400647	ULTRAPLEAT LLC	HVAC FILTERS	10011105 - 5201	\$ 30,000.00
R2400740	NORTHWOODS CONSULTING PARTNERS INC	MAINTENANCE CONTRACT	23711630 - 5320	\$ 10,700.00
R2400743	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	23711630 - 5201	\$ 5,000.00
R2400743	STAPLES BUSINESS ADVANTAGE	PRINTING (ENVELOPES, BUS CARDS ETC.)	23711630 - 5313	\$ 750.00
R2400745	OHIO CSEA DIRECTORS ASSOC INC	ANNUAL DUES	23711630 - 5308	\$ 6,255.00
R2400745	OHIO CSEA DIRECTORS ASSOC INC	REGISTRATION FEES	23711630 - 5305	\$ 300.00
R2400799	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE	66211900 - 5338	\$ 75,000.00
R2400803	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211900 - 5338	\$ 1,452,000.00
R2400804	OHIO EDISON CO	ELECTRIC SERVICE	66211900 - 5338	\$ 173,000.00
R2400820	AIR FORCE ONE INC	HVAC MAINT. AGREEMENT	10011105 - 5325	\$ 15,000.00
R2400822	CONSOLIDATED ELECTRIC COOPERATIVE INC	TOWER SITE ELECTRIC	21411306 - 5338	\$ 11,000.00
R2400827	AMERICAN ELECTRIC POWER	TOWER SITE ELECTRIC	21411306 - 5338	\$ 28,300.00
R2400828	PNC BANK	PNC 5200 LINE	21411306 - 5200	\$ 16,000.00
R2400828	PNC BANK	PNC 5300 LINE	21411306 - 5300	\$ 18,900.00
R2400831	OHIO EDISON CO	TOWER SITE ELECTRIC	21411306 - 5338	\$ 6,600.00
R2400840	AVIAT US INC	MAINTENANCE CONTRACT	21411306 - 5325	\$ 44,779.00
R2400841	EPS	PARTS	10011105 - 5201	\$ 2,500.00
R2400841	EPS	REPAIR	10011105 - 5328	\$ 4,500.00
R2400841	EPS	SOFTWARE UPGRADE	10011105 - 5320	\$ 4,500.00

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

R2400847	FISHEL DOWNEY ALBRECHT &	ATTORNEY SERVICES	21411306 - 5361	\$ 7,000.00
R2400853	PRADCO	NEW HIRE SCREENING SERVICES	21411306 - 5301	\$ 11,805.00
R2400857	APCO INTERNATIONAL	APCO EMD	21711326 - 5320	\$ 11,000.00
R2400858	FRONTIER	PHONE SERVICE	21711326 - 5330	\$ 29,605.00
R2400866	PNC BANK	PNC 5200 LINE	21711326 - 5200	\$ 8,000.00
R2400866	PNC BANK	PNC 5300 LINE	21711326 - 5300	\$ 8,000.00
R2400867	XYBIX SYSTEMS INC	911 CONSOLE MAINTENANCE	21711326 - 5325	\$ 10,687.50
R2400871	INTERACTION INSIGHT CORP	2023 AIS SYSTEM UPGRADE	21411306 - 5320	\$ 17,490.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - AUDITOR FISCAL	10010101 - 5325	\$ 560.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - COMMISSIONERS	10011101 - 5325	\$ 3,500.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - RECORDS CENTER	10011103 - 5325	\$ 550.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - FACILITIES	10011105 - 5325	\$ 400.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - HR	10011108 - 5325	\$ 1,850.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - BUILDING SAFETY	10011301 - 5325	\$ 1,300.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - EMS	10011303 - 5325	\$ 1,200.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - PROSECUTOR	10012101 - 5325	\$ 3,900.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - BOE	10016101 - 5325	\$ 20,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - CLERK OF COURTS	10020201 - 5325	\$ 4,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - DOMESTIC RELATIONS	10023201 - 5325	\$ 2,500.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - COMMON PLEAS	10025201 - 5325	\$ 2,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - JUVENILE COURT	10026201 - 5325	\$ 6,150.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - SHERIFF	10031301 - 5325	\$ 6,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - JAIL	10031303 - 5325	\$ 2,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - VETERANS SERVICES	10062601 - 5325	\$ 1,225.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - PUBLIC DEFENDER	10083801 - 5325	\$ 2,100.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - AUDITOR & REA	20110105 - 5325	\$ 675.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - GIS	20110106 - 5325	\$ 100.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - LAW LIBRARY	20683201 - 5325	\$ 1,000.00

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

R2400882	PERRY PROTECH INC	COPIER CONTRACT - 911	21411306 - 5325	\$ 800.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - JFS	22411605 - 5325	\$ 4,750.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - CSEA	23711630 - 5325	\$ 1,810.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - RECORDER	24113102 - 5325	\$ 2,000.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - CLERK OF COURTS NP	24820102 - 5325	\$ 500.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - GUARDIANSHIP SERVICE BOARD	25087023 - 5325	\$ 400.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - ADULT COURT SERVICES	25622303 - 5325	\$ 1,800.00
R2400882	PERRY PROTECH INC	COPIER CONTRACT - REGIONAL SEWER	66211900 - 5325	\$ 2,100.00
R2400911	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$ 30,000.00
R2400911	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENT	10029203 - 5360	\$ 10,000.00
R2400925	SOIL & WATER CONSERVATION DISTRICT	DRAINAGE PROTECTION REVIEW FEES	10011301 - 5301	\$ 32,130.00
R2400926	SPEER MECHANICAL INC	MAINTENANCE AGREEMENT	10011105 - 5325	\$ 6,132.00
R2400935	COLUMBIA GAS OF OHIO	GAS SERVICE	66211900 - 5338	\$ 22,500.00
R2400941	RUMPKE CONSOLIDATED COMPANIES	TRASH SERVICE	66211900 - 5338	\$ 15,000.00
R2400941	RUMPKE CONSOLIDATED COMPANIES	SLUDGE DISPOSAL SERVICE	66211900 - 5380	\$ 800,000.00
R2400945	DEL CO WATER CO INC	WATER SERVICE	66211900 - 5338	\$ 25,000.00
R2400955	MENARD INC	OPERATING SUPPLIES	66211900 - 5201	\$ 10,000.00
R2400961	HOME DEPOT	OPERATING SUPPLIES	66211900 - 5201	\$ 10,000.00
R2400967	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS - BIOXIDE	66211900 - 5290	\$ 190,000.00
R2400987	OHIO UTILITIES PROTECTION	OUPS SERVICES	66211900 - 5301	\$ 18,000.00
R2400988	VERIZON	PHONE SUPPLIES	66211900 - 5201	\$ 2,500.00
R2400988	VERIZON	AIR CARDS & MIFI	66211900 - 5315	\$ 9,200.00
R2400988	VERIZON	CELL PHONE SERVICE	66211900 - 5330	\$ 25,000.00
R2400992	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS AND SUPPLIES	66211900 - 5228	\$ 1,500.00
R2400992	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE REPAIRS	66211900 - 5328	\$ 10,000.00
R2401003	BONDED CHEMICALS INC	CHEMICALS	66211900 - 5290	\$ 90,000.00
R2401006	BEAR ENVIRONMENTAL LLC	LIQUID SLUDGE HAULING - RESOLUTION 23- 457	66211900 - 5380	\$ 50,000.00
R2401034	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE PARTS	66211900 - 5228	\$ 2,000.00
R2401034	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE REPAIRS	66211900 - 5328	\$ 30,000.00

Vote on Motion

Mrs. Lewis Aye

Mr. Benton Aye

Mr. Merrell Aye

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024

4
RESOLUTION NO. 24-03

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners’ Office is requesting that Robert Anderson from Job and Family Services attend NPELRA Annual Training Conference in Savannah, GA from April 7 – April 10, 2024; at the cost of \$2,834.00

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

5
PRESENTATION FROM BRIAN GALLIGHER, DIRECTOR OF VETERANS SERVICES
DELAWARE COUNTY WAS SELECTED TO HOST “THE WALL THAT HEALS (TWTH)”

6
RESOLUTION NO. 24-04

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children/foster children; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, gift cards, stuffed animals, sports gear, arts and crafts, etc.; and

WHEREAS, these donations, along with the donations of other area businesses, agencies, and area residents, provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Liberty Presbyterian Church:	\$ 13,500.00;
United Way:	\$ 1,950.00;
Tammy Mynes:	\$ 1,000.00;
New Hope Church:	\$ 1,745.00;
Smoke Row Childrens Center	\$ 1,860.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donation and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$20,055.00 to the Delaware County Department of Job and Family Services and thanks Liberty Presbyterian Church, United Way, Tammy Mynes, New Hope Church, and Smoky Row Childrens Center for their thoughtful generosity and commitment to the children and families of Delaware County.

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

7
RESOLUTION NO. 24-05

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

WHEREAS, the Liberty Presbyterian Church has donated 100 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$6,000; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$6,000 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

**8
RESOLUTION NO. 24-06**

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 Mrs. Lewis, 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 proposal, including proposal requirements, format, and forms; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Request for Proposals 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 public notice:

**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, February 2, 2024. 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, 1610 State Route 521, 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.

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

**9
RESOLUTION NO. 24-07**

IN THE MATTER OF APPROVING THE 2024 WELLNESS GRANT AGREEMENT FOR THE COUNTY’S WELLNESS PROGRAM BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO):

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

WHEREAS, the Delaware County Deputy Administrator / Director of Administrative Services recommends approval of the wellness grant agreement for the 2024 Wellness Program by and between the Delaware County Board of Commissioners and the County Employee Benefits Consortium of Ohio (CEBCO);

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the 2024 Grant Agreement for the Employee Wellness Program with the County Employee Benefits Consortium of Ohio.

2024 CEBCO Wellness Grant Agreement

Grantor: County Employee Benefit Consortium of Ohio (CEBCO)

Grantee: Delaware County

Grant Funding Amounts

Administrative Funds: \$4,000

Program Funds: \$25,650

County Wellness Contact (CWC)

CEBCO requires participating counties to designate one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). The CWC must be a county employee. While others including wellness team members, non-county employees or brokers/consultants may be involved with the wellness program, they are prohibited from being the county's designated CWC. The CWC(s) will work directly with CEBCO and will be the primary source of information to the eligible employees and spouses on the medical plan.

The CWC(s) will play a significant role in determining programming, identifying existing and local wellness resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend **one** of the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately of the vacancy and of an interim contact. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

Administrative and Program Funds

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). Eligible counties will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan. Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. The number of enrolled employees at the start of the last quarter of the year/on the October bill (excluding COBRA), will be used to determine the program grant allocation for the upcoming calendar year.

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

Documenting Uses of Program Funds

The **Wellness Grant Financial Form** will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner's Office within 60 days. A county may submit a **Wellness Grant Financial Form** multiple times per year or once at the end of the calendar year. The deadline to submit

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024

documentation for the 2024 grant year is Friday, December 13, 2024. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

Mandatory Wellness Grant Requirements

Participating Counties must offer each of the following during the calendar year, between January 1, 2024 and December 31, 2024:

1. A minimum of two onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
2. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. Examples include diabetes management programs, Weight Watchers, tobacco cessation, nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.
3. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues.
4. Promote a minimum of one online health challenge offered by Anthem as part of the CEBCO Rewards 200 Program.
5. CWC(s) must attend a minimum of one bi-annual CEBCO Wellness Meeting, ideally both. If the contact in the CWC position is not available, please designate another county representative to attend.

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2024. The documentation is due on Friday, December 13, 2024.

Restricted Uses of Program Funds

The following are uses that do **not** meet the goals of the grant and therefore are **not** allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase EXCEPT for purchasing healthy food options).
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any insurance covered benefits (i.e. flu shots, biometric screenings, doctor’s visits, etc.).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

Authorized Signatures

Both parties, upon signatures below, agree to the terms outlined within this grant agreement and acknowledge understanding of the appendices provided on the subsequent pages.

County Employee Benefit Consortium of Ohio

County Commissioner or Designee

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: 12/18/2023 _____

Date: _____

APPENDIX 1: CEBCO Member Wellness Program

Member Wellness Program & Incentive Design

We partner with Anthem to administer a wellness program that both employees and spouses enrolled in our medical plan may engage in, year-round. Each member county is required to offer this program to eligible members; however, completion of the program is optional at the individual level.

Incentives & Elected Officials

Per Ohio Attorney General Opinion 2009-015, any elected official that is not beginning a new term during the current program year will not be eligible for cash or cash-like incentives even if they complete the program. Elected officials also cannot receive an increase in any cash or cash-like incentive they have been receiving if they are in term; an increase can only occur at the start of a new term. It is ultimately the county’s responsibility to properly administer incentives to elected officials, based on the ORC. CEBCO encourages all elected officials to participate, as they are eligible to complete the program regardless of whether they may earn the incentive.

Rev. 12/2023

Vote on Motion

Mr. Benton Aye

Mr. Merrell Aye

Mrs. Lewis Aye

10

RESOLUTION NO. 24-08

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL, THE BUREAU OF CRIMINAL INVESTIGATION, AND DELAWARE COUNTY REGARDING THE NATIONAL WEBCHECK® PROGRAM AND EQUIPMENT:

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

WHEREAS, the Deputy County Administrator recommends approving the Agreement between the Ohio Attorney General, the Bureau of Criminal Investigation, and Delaware County regarding the National WebCheck® program and equipment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Agreement between the Ohio Attorney General, the Bureau of Criminal Investigation, and Delaware County regarding the National WebCheck® program and equipment:

**AGREEMENT
FOR NATIONAL
WEBCHECK® PROGRAM
SERVICES AND
EQUIPMENT**

This Agreement (“Agreement”) between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Investigation (“BCI”), and Delaware County for Delaware County Human Resources (“Agency”) is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("WebCheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal Laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

II. Basic Agency Responsibilities

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the WebCheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General

- 1. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Attorney General shall submit invoices to Agency as follows:
Agency: Delaware County Human Resources
Address: 91 N. Sandusky St., 3rd floor,
Delaware, OH 43015
Attn: Brad Euans
- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.
- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

- a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
- b. \$25.25 for a background check of FBI records.

F. The Attorney General may increase the fees charged for background checks of BCI and/ or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

IV. Restrictions on Dissemination of WebCheck Information

A. The parties acknowledge that access to computerized criminal history ("CCH") information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency's direct and indirect use of and access to WebCheck services.

B. Dissemination of the FBI CCH must be limited to the following:

- a. Criminal justice and governmental non-criminal justice agencies.
- b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third-party organization.
- c. The CCH information must not be used for any purpose other than outlined in 28 USC§534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.

C. Dissemination of the BCI CCH must be limited to the following:

- a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
- b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

V. Compliance with Civilian Background Check: Requirements

A. Agency must comply with all civilian background check requirements included in Ohio law.

B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI check must be completed for every individual requiring a background check for employment purposes.

C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/ or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

VI. Duty to Maintain Accurate, Auditable Records of Transactions

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/ or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program, may result in criminal felony charges being filed.

VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information

A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:

- a. A felony; and/or
- b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.

B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

IX. Term and Termination

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.

B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

X. Default and Immediate Termination

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

XI. Communications, Approval and Notices

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

XII. Entire Agreement

This agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XIII. Facsimile Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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

**11
RESOLUTION NO. 24-09**

IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE INDEFEASIBLE RIGHT OF USE AGREEMENT BETWEEN THE CHILLICOTHE TELEPHONE COMPANY, INC., AND DELAWARE COUNTY FOR FIBER OPTIC CABLE:

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

WHEREAS, the Director of Information Technology recommends approval of Amendment No. 3 to the Indefeasible Right of Use Agreement between the Chillicothe Telephone Company, Inc., and Delaware County for Fiber Optic Cable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves Amendment No. 3 to the Indefeasible Right of Use Agreement between the Chillicothe Telephone Company, Inc., and Delaware County for Fiber Optic Cable:

**AMENDMENT NO. 3 TO THE
INDEFEASIBLE RIGHT OF USE AGREEMENT**

THIS AMENDMENT NO. 3 to the INDEFEASIBLE RIGHT OF USE AGREEMENT ("Agreement") entered into on the 3rd day of March, 2011 and to AMENDMENT NO. 2 ("Amendment No. 2"), is made this 11th day of January, 2024, by and between The Chillicothe Telephone Company, Inc. ("CTC") f/k/a Consolidated Electric, an Ohio corporation having a principal place of business located at 68 East Main Street, Chillicothe, Ohio 45601; and Delaware County, a political subdivision of the State of Ohio, having its principal place of business located at 101 North Sandusky Street, Delaware, Ohio 43015 ("County") (hereinafter referred to collectively as the ("Parties")).

Pursuant to Section 22(e) of the Agreement, the Parties mutually agree to amend the Agreement as follows: CTC will provide Delaware County 2 strands of existing fiber on the existing network referenced in Amendment No. 2 and defined in this Amendment No. 3 Exhibits 1 and 2.

The Parties mutually agree that all other terms and conditions of this Agreement shall remain in full force and effect.

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

**12
RESOLUTION NO. 24-10**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations		
22111502-5365	Litter Grant/Grant Related Services	8,530.00
42011440-5410	North Campus Renovations/Building & Improvements	100,000.00
40311495-5301	Village at Harvest Wind Condos/Contracted Prof Services	39,930.95
50811125-5720	BR Sawmill Pkwy/Interest Payments-Bonds	0.32
50811125-5725	BR Sawmill Pkwy/Principal Payments-Bonds	0.06
52511144-5720	BR DI Winding Creek/Interest Payments-Bonds	0.18
52611145-5720	BR DI Scott Lateral/Interest Payments-Bonds	0.32
53111150-5720	BR DI Thomas #9/Interest Payments-Bonds	0.06
53411153-5720	BR DI Gorsuch/Interest Payments-Bonds	0.06
27526315-5319	State Victim Asst Grant/Reimbursements-Refunds	3,519.09
30311341-5001	911 Retention ARPA/Compensation	4,000.00
22211337-5131	ARPA Accrued Interest/Medicare	58.00

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

**13
RESOLUTION NO. 24-11**

IN THE MATTER OF ACCEPTING A GRANT AWARD FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant # VOCA – Victim Services
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2023 – 09/30/2024

Grant (VOCA) Amount: \$33,018.94
Grant (SVAA) Amount: \$21,842.96
Local Cash Match: \$8254.73
Local In-Kind Match: \$0.00
Total Grant Amount: \$

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 annually to victims of juvenile crime.

Grant # VOCA – Court Appointed Special Advocate
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2023 – 09/30/2024

Grant (VOCA) Amount: \$110,520.24
Grant (SVAA) Amount: \$1,918.00
Local Cash Match: \$0.00
Local In-Kind Match: \$27,629.81
Total Grant Amount: \$

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted.

The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanence, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

**14
RESOLUTION NO. 24-12**

IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE SHERIFF’S OFFICE:

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

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

WHEREAS, the Sheriff’s Office has received a cash donation for support of the employee awards, plaques and food put on annually by the Delaware County Sheriff’s Office for employee recognition and awards banquet; and

WHEREAS, this gift was received from the following organization in the amount as follows:

Columbus Outlets LLC: \$ 1,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thank the organization for their generous support of the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts this donation of \$1,000.00 to the Delaware County Sheriff’s Office and thanks the Columbus Outlets LLC for their thoughtful generosity and commitment to Delaware County.

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

**15
RESOLUTION NO. 24-13**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND COLE’S INVESTMENT PROPERTIES, LLC, FOR STORAGE LEASING:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Cole’s Investment Properties, LLC, for the month to month lease of storage properties;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Cole’s Investment Properties LLC., regarding the month to month lease for storage properties:

(Effective January 2024)

This Tenth Amendment of the Agreements for the leases of the storage units at 540 Sunbury Road

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

Effective January 1, 2024 through December 31, 2024 (hereinafter "AGREEMENT(S)") by the Sheriff's Office of Delaware County, Ohio (hereinafter "LESSEE") and Cole's Investment Properties LLC (hereinafter "LESSOR").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreements as follows:

Effective January 1, 2024, the term of the rental for both Agreements set out in Paragraph 1 shall be amended from a definite term of lease to a month-to-month basis. The month-to-month status of the term shall be in effect through December 31, 2024, or until such time the Parties mutually agree to change the term or otherwise terminate the Agreements entirely.

Paragraph 5, Paragraph 8, and the second to last sentence in Paragraph 12 of the AGREEMENTS shall be deleted and amended to state as follows:

- 5. " Upon default Lessor may at its option take all steps, excluding denying the Lessee access without a court order, permitted by law to pursue possession of the premises and obtain all funds due hereunder."
- 8. "Lessee acknowledges that Lessor is not obligated to maintain, and does not maintain, insurance covering the contents of the premises. Securing such coverage, if any is desired, shall be the sole responsibility of Lessee."
- 12. "The Lessor acknowledges that all keys have been delivered to the possession of the Lessee. Further, Lessor agrees not to enter the leased units except with an agent and / or employee of Lessee present. Upon the request to enter being made by the Lessor, the Lessee shall forthwith arrange for an agent and / or employee to accompany Lessor to enter".

Paragraph 12 shall not be interpreted to give Lessor an improper or uncapped indemnification, and any such expenses owed to Lessor by Lessee shall be reduced in proportion to Lessor's own negligence. The remainder of the AGREEMENTS not changed herein shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

**16
RESOLUTION NO. 24-14**

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS AND ESTABLISHING STOP CONDITIONS FOR STEITZ ROAD- HYATTS ROAD TO CLARKSHAW SECTION 1:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads Steitz Road to Hyatts to Clarkshaw Section 1 (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:

Steitz Road- Hyatts to Clarkshaw Section 1:

- An addition of 1.416 mile to township road number 125, Steitz Road
- An addition of 0.088 mile to township road number 1875, Bluejay Ridge Drive

WHEREAS, the Engineer also recommends that 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 1875, Bluejay Ridge Drive, at its intersection with township road 125, Steitz Road

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 in accordance with the Engineer's recommendations stated herein.

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

**17
RESOLUTION NO. 24-15**

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2023:

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation (“ODOT”) the actual number of miles under the board of county commissioners’ statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2022, was 335.220 miles; and

WHEREAS, a 0.343 decrease to county road mileage was made in 2023; and

WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 334.877 miles as of December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2023 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by Section 4501.04 of the Revised Code:

2023 County Highway System Mileage Certification:

Note: This form must be submitted to ODOT no later than March 1, 2024, or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County was 335.220 miles as of December 31, 2022, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in 2023 and determine the net increase or decrease in mileage. Add the net change to the 2022 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2023, the county was responsible for maintaining 334.877 miles of public roads.

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

**18
RESOLUTION NO. 24-16**

IN THE MATTER OF APPROVING A DEVELOPER’S AGREEMENT FOR SARA CROSSING:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Sara Crossing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Sara Crossing:

DEVELOPER’S AGREEMENT PROJECT NUMBER: 22096

THIS AGREEMENT made and entered into this 11th day of January by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and Wilcox Communities, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Sara Crossing (the “Development”), which will include a new roadway access to Hyatts Road and contribute to the need for improvements to Hyatts Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) On or before December 1, 2023, the **OWNER** shall pay to the **COUNTY** Three Hundred Thirty One Thousand Dollars and No Cents (\$331,000.00), mutually agreed to be the **OWNER’S**

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Hyatts Road, or any other public roadway in the vicinity thereof, benefitting the Development.

- 3) The **OWNER** may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Three Hundred Thirty One Thousand Dollars and No Cents \$331,000.00, payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY**'s right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should 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**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

**19
RESOLUTION NO. 24-17**

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct highway improvements to Steitz Road, known as Project ID: DEL-CR125-1.46, by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Steitz Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Daniel McClurg	26-SH, T	\$4,350.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

Section 3. The Board hereby directs legal counsel to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

**20
RESOLUTION NO. 24-18**

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to the intersection of Worthington Road, Lewis Center Road, and Rome Corners Road, known as Project ID: DEL-CR13-5.02, by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the identified roads in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
David P. Grandominico & Machel J. Grandominico	12-WD	\$36,881.00
Gary S. Busch	17-WD1, WD2, T	\$17,243.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs legal counsel to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

**21
RESOLUTION NO. 24-19**

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

It was moved by Mr. Benton, seconded by Mrs. Lewis 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;

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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
UT2023-0213	AEP	LEWIS CENTER RD	ROAD BORE AND REMOVE POLE
UT2023-0214	DEL-CO WATER	RED BANK RD	DIRECTIONAL DRILL & PVC
UT2024-0001	AEP	HYATTS RD	REPLACING POLES
UT2024-0002	AEP	LEWIS CENTER RD	REPLACE POLES
UT2024-0003	AEP	SAWMILL RD	REPLACE POLES
UT2024-0004	SUBURBAN GAS	MULBERRY	GAS
UT2024-0005	AEP	ESTATES	BORE
UT2024-0006	COLUMBIA GAS	NORTH RD	GAS
UT2024-0007	AEP	3 B'S & K RD BRAUMILLER RD	BORE & INSTALL POLES

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

22

RESOLUTION NO. 24-20

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE LANETTA LANE WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Lanetta Watershed Drainage Improvement Project;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the Lanetta Lane Watershed Drainage Improvement Project.

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

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 30, 2024, at which time they will be publicly received and read aloud, for the project known as:

**O.R.C. 6131 Drainage Improvement Project
Lanetta Drive Drainage Improvement Project**

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

THE ENGINEER'S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$94,279.25 PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER'S CONSTRUCTION ESTIMATE.

**MANDATORY PRE-BID MEETING
JANUARY 22nd 2024 10:00
Vicinity of 7816 Lanetta Lane Westerville Ohio 43082**

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

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

The Owner requires that all work associated with the project be completed before April 26, 2024. The

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

estimated commencement of work date is March 1, 2024. Furthermore due to tree clearing restrictions imposed upon this project, all tree clearing activities must occur on or before March 1, 2024.

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.

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

23

RESOLUTION NO. 24-21

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR HYATTS CROSSING DRIVE/ SARA CROSSING:

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

WHEREAS, on December 13, 2023, a Ditch Maintenance Petition for Hyatts Crossing Drive/ Sara Crossing (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Hyatts Crossing Drive/ Sara Crossing, 51.10 acres in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$454,452.06 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot (s) being created in the subject site.. The developed area of 51.10 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$8,893.39 per acre. An annual maintenance fee equal to 2% of this basis (\$177.87) will be collected for each developed acre. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$9,089.16 has been paid to Delaware County.

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

24

RESOLUTION NO. 24-22

IN THE MATTER OF APPROVING THE AMENDED DITCH MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY CROSSINGS SOUTH, SECTION 2, LOT 7489, DIVISION 1:

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

WHEREAS, on October 21, 2013, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 13-1089, approving a ditch maintenance petition for Olentangy Crossings South, Section 2, Lot 7489, Division 1 (the "Original Petition") and approving the ditch maintenance assessments for Olentangy Crossings South, Section 2, Lot 7489, Division 1 and;

WHEREAS, the Original Petition set forth the drainage improvements that were petitioned as part of the plan review but were not constructed within Olentangy Crossings South, Section 2, Lot 7489, Division 1; and

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024

WHEREAS, the change in current cost of infrastructure will require less storm sewer be placed on county maintenance, decreasing the calculated 2% assessment and requiring an amended petition for Olentangy Crossings South, Section 2, Lot 7489, Division 1 (the "Amended Petition"); and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lots to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Amended Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Amended Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Amended Petition, as follows:

The cost of the drainage improvements is \$3,808.97 for the benefit of the lot(s) being created in this subject site. The developed area of 2.35 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$1,620.84 per acre. An annual maintenance fee equal to 2% of this basis (\$32.42) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$76.18 has been paid to Delaware County.

Section 3. The Board's order granting the Amended Petition herein supersedes the Original Petition as approved in Resolution No. 13-1089.

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

25
RESOLUTION NO. 24-23

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for use for which is was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of the county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notifications; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG1608	2016 FORD F-150	1FTEW1E87GFB71456
ENG1329	2013 GMC SIERRA 1500	1GTN2TEAXDZ324607

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024

ENG1213 2012 GMC SIERRA 1500 1GTN2TEA8CZ315535

(hereinafter referred to as the "Property");

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that if Property is not sold by internet auction within a reasonable period of time, then it has no value and may be discarded, salvaged, or sold or donated without further advertisement.

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

26
RESOLUTION NO. 24-24

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS FOR 2024 FOR THE COUNTY ENGINEER'S OFFICE:

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

The Engineer's Office is requesting that its employees attend various trainings, meetings, conferences and continuing education classes throughout 2024, at the cost of \$33,400.00.

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

27
RESOLUTION NO. 24-25

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO OWNER'S AGREEMENT FOR HYATTS CROSSING DRIVE PHASE 3:

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

WHEREAS, the Engineer recommends approving Amendment No. 1 to the Owner's Agreement for Hyatts Crossing Drive Phase 3;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment No. 1 to the Owner's Agreement:

**AMENDMENT NO. 1
OWNER'S AGREEMENT
Project Number 22108**

This Amendment No. 1 to the Owner's Agreement dated October 17, 2022 for Hyatts Crossing Drive Phase 3, is made and entered into this 11th day of January, 2024, by and between Hyatts Investors, LLC ("Owner") and the Board of County Commissioners of Delaware County Ohio ("County Commissioners") (hereinafter collectively referred to as the "Parties").

ARTICLE 1 — AMENDMENT

Both Parties mutually agree to amend the Owner's Agreement as follows:

- A. The Owner elects to change the Option chosen for this project from Option 2 to Option 1.
- B. The Owner shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in accordance with Option 1 of the Owner's Agreement as shown in the Revised Exhibit "A" attached hereto.
- C. The Owner agrees to complete the construction of Dulles Drive within one (1) year from the date on which this agreement is executed by the County Commissioners.

ARTICLE 2 — REMAINING PROVISIONS

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

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

Original - Subdivision Agreement

Construction Cost Estimate	\$	1,064,200
Construction Bond	N/A	
Maintenance Bond	\$	106,500
Inspection Fee Deposit	\$	32,000
	Hyatts Crossing Drive Phase 3	
Construction Cost Estimate	\$	960,700
Construction Bond	N/A	
Maintenance Bond	\$	96,100
Inspection Fee Deposit	N/A	
	Dulles Drive	
Construction Cost Estimate	\$	103,800
Construction Bond	\$	103,500
Maintenance Bond	\$	10,400
Inspection Fee Deposit	N/A	

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

**28
RESOLUTION NO. 24-26**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH ARCADIS U.S. INC. FOR ARCFLASH SAFETY TRAINING AND ELECTRICAL ENGINEERING SUPPORT SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Arcadis U.S., Inc., for ArcFlash safety training and electrical engineering support services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Arcadis U.S., Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into on January 11, 2024 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Arcadis U.S., Inc. 7575 Huntington Park Drive, Suite 130, Columbus, OH 43235 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide ARCFLASH Safety Training and Electrical Engineering Support Services, including travel and related expenses (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further described in and shall be rendered by the Contractor in accordance with the Contractor’s Scope of Services, which is attached hereto as *Exhibit A* and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in the lump sum amount of \$47,500, which amount shall not be exceeded without subsequent modification in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

County:

Name: Erik McPeek
 Address: 50 Channing St, Delaware, OH 43015
 Telephone: (740) 833-2240
 Email: emcpeek@co.delaware.oh.us

Contractor:

Name: Chad Dunn
 Address: 7575 Huntington Park Drive, Suite 130, Columbus Ohio, 43235
 Telephone: 614-985-9220
 Email: chad.dunn@arcadis.com

6 PAYMENT

- 6.1 Compensation shall be paid upon the Contractor's invoice(s), but no more than once per month.
- 6.2 The Contractor shall submit invoices to the Sanitary Engineer on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Sanitary Engineer may require additional documentation to substantiate an invoice, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services promptly and in accordance with *Exhibit A*.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor 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.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective if approved in a written modification signed by both Parties in accordance with Section 3.1.

10 OWNERSHIP

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

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor 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 Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 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: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/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 Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the 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: Contractor 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 Services to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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. Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

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

**29
RESOLUTION NO. 24 -27**

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 TO THE AGREEMENT WITH PETERSON CONSTRUCTION COMPANY FOR CMAR SERVICES FOR THE ALUM CREEK WATER RECLAMATION FACILITY POST TREATMENT IMPROVEMENT PROJECT:

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

WHEREAS, on March 27, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-247, approving an agreement with Peterson Construction Company for CMAR services for the Alum Creek Water Reclamation Facility Post Treatment Improvement project (the “Agreement”); and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 1 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following GMP Amendment No. 1 to the Agreement with Peterson Construction Company:

**GMP Amendment No. 1
Agreement Exhibit D**

The Delaware County Board of Commissioners and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of March 27, 2023 in connection with the Project.

Project Number:
Project Name: **Alum Creek WRF Post Treatment Improvements**

Owner (“County”): **Delaware County Regional Sewer District**

Contracting Authority: **Delaware County Board of Commissioners**

Construction Manager (“CM”): **Peterson Construction Company**

ARTICLE 1- CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is **\$4,792,068**, which is the sum of the estimated Cost of the Work, plus the CM’s Contingency, plus the CM’s Fee as follows:

1.1.1 The estimated Cost of the Work is **\$4,568,889**, which includes all Allowances (if any) and Unit Prices (if any) defined through this amendment, and is the sum of:

1.1.1.1 CM’s Construction Stage Personnel Costs in the amount of **\$234,000**, which amount shall not exceed **\$234,000**;

1.1.1.2 General Conditions Costs in the amount of **\$65,700**, which shall not exceed **\$65,700**;

1.1.1.3 All Work the CM proposes to provide through Subcontractors in the amount of **\$2,712,798**;

1.1.1.4 All Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of **\$1,345,000**, which amount does not include any costs accounted for under the CM’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.1.5 A Design Contingency in the amount of \$211,391, which shall not exceed **\$211,391**;

1.1.2 The CM’s Contingency in the amount of \$60,867, which shall not exceed 1.5 percent of the above identified Cost of the Work.

1.1.3 The CM’s Fee in the amount of \$162,312 which shall not exceed 4.0 percent of the sum of the above-identified Cost of the Work plus the above-identified CM’s Contingency.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase (Decrease) (amount added to or deducted from Current Amount)	Amended Amount (after execution of this GMP Amendment)

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase (Decrease) (amount added to or deducted from Current Amount)	Amended Amount (after execution of this GMP Amendment)
1.1 Contract Sum			\$4,792,068
1.1.1 Estimated Cost of the Work			\$4,568,889
1.1.1.1 Personnel Costs			\$234,000
1.1.1.2 General Conditions Costs			\$65,700
1.1.1.3 Subcontracted Work			\$2,712,798
1.1.1.4 Self-performed Work			\$1,345,000
1.1.1.5 Owner Contingency			\$211,391
1.1.2 CM's Contingency			\$60,867
1.1.3 CM's Fee			\$162,312

1.3 The penal sum of the CM's Bonds shall equal 100 percent of the CM's Total Compensation.

ARTICLE 2- CONTRACT TIMES

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

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work		May 1, 2025
Final Completion		June 1, 2025

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

ARTICLE 3- LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as GMP Exhibit A; Preliminary Engineering Report Dated 10/31/22.
(This exhibit includes a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Project Estimate attached as GMP Exhibit B; GMP dated 10/11/23
(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.3 Construction Progress Schedule attached as GMP Exhibit C; Peterson Construction Schedule

3.1.4 Staffing Plan attached as GMP Exhibit D; Ty Bergfeld – Project Manager, (As previously approved)
(This exhibit includes the CM's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.5 Subcontractor Work Scopes attached as GMP Exhibit E;
(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

3.1.6 Scope of CM’s Self-Performed Work attached as **GMP Exhibit F**;

(This exhibit includes a detailed scope-of-Work description for all Self-Performed Work the CM proposes to provide itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.7 Schedule of Unit Prices attached as **GMP Exhibit G (if applicable)**;

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.8 Schedule of the Bid Package attached as **GMP Exhibit H; ACWRF**

(This exhibit includes the complete lists of Bid Packages with all costs.)(Copies of Exhibits are on file and available upon request.)

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

30

RESOLUTION NO. 24-28

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 4 TO THE AGREEMENT WITH RUMPKE WASTE, INC., FOR DBFO SERVICES FOR THE DELAWARE COUNTY TRANSFER AND RECYCLING CENTER PROJECT:

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

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

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

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

WHEREAS, on December 1, 2022, the Board adopted Resolution No. 22-1056, approving GMP Amendment No. 3 to the Agreement; and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 4 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following GMP Amendment No. 4 to the Agreement with Rumpke Waste, Inc.:

GMP Amendment No. 4

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

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

ARTICLE 1- CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is \$239,339, which is the sum of the estimated Cost of the Work, plus the DB’s Contingency, plus the Construction Stage Design-Services Fee, plus the DB’s Fee as follows:

1.1.1 The estimated Cost of the Work is \$433,588 which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 DB’s Construction Stage Personnel Costs in the amount of \$25,272.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

1.1.1.2 General Conditions Costs in the amount of \$2,877.

.1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: Additional time for added scope.

.2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$49,958 and personnel costs to \$361,643.

1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of \$405,439.

1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$0, which amount does not include any costs accounted for under the DB's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB's Contingency in the amount of (\$222,050).

1.1.3 The Construction Stage Design-Services Fee in the amount of \$17,890.

1.1.4 The DB's Fee in the amount of \$9,911, which shall not exceed 6.26 percent of the sum of the Cost of the Work plus the DB's Contingency plus the Construction Stage Design-Services Fee, all as identified above.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase (Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
1.1 Contract Sum	\$5,631,807	\$239,339	\$5,871,146
1.1.1 Estimated Cost of the Work	\$4,797,454	\$433,588	\$5,231,042
1.1.1.1 Personnel Costs	\$336,371	\$25,272	\$361,643
1.1.1.2 General Conditions Costs	\$47,081	\$2,877	\$49,958
1.1.1.3 Subcontracted Work	\$4,414,002	\$405,439	\$4,819,441
1.1.1.4 Self-performed Work	\$0	\$0	\$0
1.1.2 DB's Contingency	\$222,050	(\$222,050)	\$0
1.1.3 Design-Services Fee	\$285,778	\$17,890	\$303,668
1.1.4 DB's Fee	\$326,525	\$9,911	\$336,436

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

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

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

ARTICLE 2- CONTRACT TIMES

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

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Substantial Completion of all Work	See Schedule	11/30/2023

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

ARTICLE 3- LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

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

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

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B;**

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

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

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

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

31

RESOLUTION NO. 24 -29

IN THE MATTER OF APPROVING AN AMENDMENT TO EXHIBIT A DBFO SCOPING DOCUMENT OF THE DESIGN-BUILD AGREEMENT WITH RUMPKE WASTE, INC. FOR THE DELAWARE COUNTY TRANSFER AND RECYCLING CENTER DBFO PROJECT:

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

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

WHEREAS, the Sanitary Engineer recommends approval of the Amendment to Exhibit A DBFO Scoping Document of the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment to Exhibit A DBFO Scoping Document of the Agreement with Rumpke Waste, Inc.:

AMENDMENT TO EXHIBIT A DBFO SCOPING DOCUMENT

THIS AMENDMENT TO EXHIBIT A DBFO SCOPING DOCUMENT (this "**Amendment**"), is made as of January 11, 2024 (the "Effective Date") by and between **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** (the "County") and **RUMPKE WASTE, INC.**, an Ohio corporation (the "Design-Builder or DB").

WHEREAS, County and DB entered into that certain Design-Build Project Agreement dated December 21, 2020 (the "Agreement") pertaining to the construction of the Delaware County Transfer and Recycling Center; and

WHEREAS, **County** and DB desire to modify the operator rate of the facility.

NOW, THEREFORE, for and in consideration of the foregoing promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended, and the parties hereto do agree as follows:

1. **Finance.** The Methodology-Straight Line Per Ton Residual Value Approach is hereby amended to update the mechanism of calculation to the Rumpke Operator Rate (ROR) of the Agreement.

Methodology – Straight-Line Per Ton Residual Value Approach

- Projected Core Facility Investment (CFI) = \$3,710,000
- Supplemental Initial Facility Investment (SIFI) = Calculated after determination of GMP. The SIFI can be either positive or negative depending on the final GMP.
- Guaranteed Maximum Price (GMP) = Final cost for development and construction of New Facility = CFI + SIFI
- Base (Year 1) Rumpke Operator Rate (ROR) at CFI of \$3.7M = \$42.98/ton for MSW
 - Upon determination of GMP, the correction to ROR shall be determined by Delaware County through the following mechanism:

Rumpke will contribute all additional SIFI funds, and the Base (Year 1) ROR will be adjusted by \$0.47/ton for every additional \$100,000 of Supplemental Initial

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

Facility Investment added to the CFI. The ROR cannot be adjusted below \$42.46/ton.

<u>Item</u>	<u>Investment Amount</u>	<u>SIFI units*</u>	<u>Sifi Rate*</u>	<u>ROR</u>
CFI	\$ 3,710,000			\$ 42.98
SIFI	\$ 2,161,146	21.00	\$ 0.47	\$ 9.87
GMP	\$ 5,871,146			\$ 52.85
Market Adjustment ~				\$ (1.87)
Final ROR				\$ 50.98

- ~ Market Adjustment: Rumpke has implemented a \$1.87/ton market adjustment effectively lowering the final ROR for Base Year 1. Note ROR excludes all fees.
 - Years 2 through 9, plus any renewal years, the ROR will be determined upon mutual agreement between the County and DB, no later than 120 days prior to the end of the current term year.
 - The ROR will escalate annually @ 2.3% or the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor, whichever is greater. The ROR will not escalate above five percent (5%) in any one year unless approved by the County or legitimized by changes to Federal, State or local laws, regulations, environmental mandates or other factors that affect the cost of fulfilling services.
 - The ROR will be subject to an annual fuel adjustment of \$0.035/ton for every \$0.05/gal incremental change in average annual price of diesel for EIA Midwest (PADD 2) if the annual price average for the previous year is below \$2.65/gal or above \$2.85/gal. The annual fuel adjustment to the ROR can either be positive or negative based on the previous years' average annual price of diesel for EIA Midwest (PADD 2). This fuel adjustment can be modified upon mutual consent if waste transfer vehicles hauling waste from the transfer station to the landfill no longer use diesel.
 - Residual Value = GMP - ((GMP divided by 2,300,000 tons) * (actual volume of MSW tons received at the New Facility by Rumpke)) + (any mutually agreed undepreciated authorized follow-on facility investments)
2. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged, and in full force and effect. The Agreement and this Amendment represent the entire agreement of the parties and shall not be modified except in writing executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the date last executed below.

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

**32
RESOLUTION NO. 24-30**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH AIR FORCE ONE, INC. FOR EQUIPMENT MAINTENANCE SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Air Force One, Inc., for equipment maintenance services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Air Force One, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into on January 11, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Air Force One, 5800 Shier Rings Road, Dublin, Ohio 43016 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide maintenance services for equipment at the County's sewer district facilities (the "Services").
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further described in and shall be rendered by the Contractor in accordance with the Contractor's Service Agreement, dated November 27, 2023, which is attached hereto as "Exhibit A" and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer 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 Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be as set forth in Exhibit A, which amounts shall not be exceeded without subsequent modification in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served in writing by Certified U.S. Mail on the Parties. The Parties may use electronic communication for the purposes of general communication, but e-mail shall not be used to transmit Notices.

6 PAYMENT

- 6.1 Compensation shall be paid upon the Contractor's invoice(s), but no more than once per month.
- 6.2 The Contractor shall submit invoices to the Sanitary Engineer on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Sanitary Engineer may require additional documentation to substantiate an invoice, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services promptly and in accordance with Exhibit A.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 Contractor may terminate this Agreement for non-payment or any violation of the terms of this agreement upon sixty (60) days written notice to the County.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

- 8.3 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective if approved in a written modification signed by both Parties in accordance with Section 3.1.

10 INDEMNIFICATION

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

11 INSURANCE

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 12.3 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.

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/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.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor 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 Services to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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. Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion

Mr. Benton Aye

Mr. Merrell Aye

Mrs. Lewis Aye

33

RESOLUTION NO. 24-31**IN THE MATTER OF AFFIRMING THE CELEBRATION OF DR. MARTIN LUTHER KING, JR. DAY IN DELAWARE COUNTY:**

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

WHEREAS, on November 2, 1983, President Ronald Reagan signed into law a bill that recognized the third Monday of January each year as a federal holiday honoring Martin Luther King Jr.; and

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

WHEREAS, the day marks an occasion not only to celebrate King’s contributions to the Civil Rights Movement but also to reflect on his dream that his children “will one day live in a nation where they will not be judged by the color of their skin but by the content of their character”; and

WHEREAS, just as King’s legacy was one of dedicated service to others, the federal holiday has been designated as a National Day of Service that now calls on Americans to volunteer in their communities; and

WHEREAS, through this volunteerism, Americans have embraced the idea that citizenship involves taking an active role in improving communities; and

WHEREAS, Delaware County has been shaped by and continues to benefit from the active involvement of those who live and work within its boundaries.

THEREFORE, BE IT RESOLVED the Delaware County Board of Commissioners does hereby affirm and encourage all citizens to join us in the observation of Dr. Martin Luther King Jr. Day in Delaware County.

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

**34
RESOLUTION NO. 24- 32**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the previous term of Franz Geiger expired December 31, 2023; and

WHEREAS, Geiger has expressed a desire to be appointed again; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a member to the Delaware County Finance Authority Board of Directors;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of the following member to Delaware County Finance Authority Board of Directors for the term specified herein:

Appointee	Term Ends
Franz Geiger	December 31, 2027

Section 3. The appointment approved herein shall take effect immediately upon the adoption of this Resolution.

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

**35
RESOLUTION NO. 24-33**

IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ LETTER OF SUPPORT FOR THE DELAWARE COUNTY AGRICULTURAL SOCIETY’S

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024

APPLICATION FOR FUNDING IN THE FY 2025-26 STATE CAPITAL BUDGET FOR THE
GRANDSTAND RENOVATION PROJECT:

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

To: The Honorable Brian Lorenz and The Honorable Beth Lear
CC: The Honorable Jason Stephens and The Honorable Jay Edwards
Date: January 11, 2024

Re: Letter of Support for Delaware County Agricultural Society Grandstand Renovation

We, the Delaware County Board of Commissioners, are writing to express our full support for the Delaware County Agricultural Society’s application for funding in the FY 2025-26 State Capital Budget. The Grandstand Renovation project for which they are seeking \$3.55 million in funding will have immediate and measurable impact on not just the Delaware County community and economy, but on that of the region and for decades to come.

The Delaware County Fairgrounds — and the Grandstand in particular — are a true anchor and economic hub for our community. This place and the activities that have taken place here for decades play a defining role in our history, but they also are an integral part of our future. Currently, it is estimated that the annual Little Brown Jug brings in more than \$3.5 million to the Central Ohio economy.

As a Board, we have supported the DCAS’s work to begin renovations on the Grandstand, which dates from the 1940s. As they now progress to Phase II of the renovation, they have amassed nearly \$5 million in funding and a grant from the State would greatly assist in completing the project. This work would allow the DCAS to safely serve even more residents of and visitors to our great state.

We sincerely hope your committee agrees that this is a project worth supporting and that you will support it as well. It would be an investment in both our history and our future.

Sincerely,

Jeff Benton, Commissioner Barb Lewis, Commissioner Gary Merrell, Commissioner

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

ADMINISTRATOR REPORTS

CA Davies – Attended DCFA Meeting on 01/10/24 to discuss strategic planning

COMMISSIONERS’ COMMITTEES REPORTS

Mr. Benton – Excited about the New Year and upcoming projects in the County

Mrs. Lewis – Acknowledged MLK Day

Mr. Merrell – Proud of County employees. He gave acknowledgement to EMS for scoring over 96% on public surveys.

RESOLUTION NO. 24-34

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT AND EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING, PENDING OR IMMINENT LITIGATION AND TO CONSIDER CONFIDENTIAL INFORMATION RELATED TO MARKETING PLANS, SPECIFIC BUSINESS STRATEGY, PRODUCTION TECHNIQUES, TRADE SECRETS, OR PERSONAL FINANCIAL STATEMENTS OF AN APPLICANT FOR ECONOMICAL DEVELOPMENT ASSISTANCE, OR TO NEGOTIATIONS WITH OTHER POLITICAL SUBDIVISIONS RESPECTING REQUESTS FOR ECONOMIC DEVELOPMENT ASSISTANCE AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

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

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

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment and employment of a public employee or public official and to consider the sale of property at competitive bidding, pending or imminent litigation and to consider confidential information related to marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance

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

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

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

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

RESOLUTION NO. 24-35

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 24-36

IN THE MATTER OF APPOINTING REPRESENTATIVES TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Delaware County is a full member of the Mid-Ohio Regional Planning Commission (“MORPC”); and

WHEREAS, in accordance with the MORPC Articles of Agreement and Bylaws, the Delaware County Board of Commissioners (the “Board”) is now entitled to appoint eight representatives; and

WHEREAS, a vacancy exists for the newly created seat, the term for which will expire September 30, 2026; and

WHEREAS, the Board has previously appointed Commissioner Gary Merrell as a representative to MORPC, pursuant to Resolution No. 23-1092, but now wishes to appoint a private citizen as a representative to MORPC in place of Commissioner Gary Merrell; and

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2024**

appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to make the necessary appointments of representatives to MORPC;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board hereby approves the appointment of Monica Connors to the MORPC-5 seat for the Mid-Ohio Regional Planning Commission, the term for which will expire September 30, 2026.

Section 3. The Board hereby approves the appointment of Ryan Rivers as a representative to MORPC in place of Commissioner Gary Merrell as appointed in Resolution No. 23-1092, for a term which will expire on December 31, 2024.

Section 4. The appointments approved herein shall take effect immediately upon the adoption of this Resolution.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to MORPC.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners