

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 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**

**Absent:**  
**Jeff Benton, Commissioner**

**1  
RESOLUTION NO. 24-47**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 18, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 18, 2024; and

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

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

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-48**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0119, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0119, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 0119:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0119, memo transfers in batch numbers MTAPR 0119, Procurement Card Payments in batch number PCAPR 0119, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2400284	OUTSIDER ENTERTAINMENT LLC	VIDEO PRODUCTION SERVICES	10011139 - 5301	\$ 60,000.00
R2400711	FISCAL OFFICER,BST & G FIRE DEPARTMENT	DESIGN SERVICES - JOINT FIRE & EMS STATION	42011438 - 5410	\$ 250,000.00
R2401421	MOBILE HEALTH RESOURCES	PATIENT EXPER SURVEYS	10011303 - 5301	\$ 13,152.48
R2401434	PETERSON CONSTRUCTION CO	RESOLUTIONS 23-247 AND 24-27	66611900 - 5410	\$ 3,000,000.00
R2401460	DELAWARE AUTO SALES LLC	REPAIR 23 FORD INTERCEPTOR 3005	60111901 - 5370	\$ 13,500.00
R2401498	INFORMATION MANAGEMENT SRVCS INC	IMAGELINK i9610 WRITER SERIAL # 45500065 SERVICE	10011103 - 5325	\$ 8,081.00
R2401498	INFORMATION MANAGEMENT SRVCS INC	IMAGELINK i9620 ARCHIVE WRITER SERIAL # 45500075	10011103 - 5325	\$ 8,951.00
R2401498	INFORMATION MANAGEMENT SRVCS	PROSTAR ARCHIVE PROCESSOR SERIAL #	10011103 - 5325	\$ 4,919.00

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	INC	45500076		
R2401500	BUCKEYE POWER SALES CO INC	GENERATOR MAINTENANCE AND REPAIR	21411306 - 5328	\$ 15,000.00

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

**4  
RESOLUTION NO. 24-49**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY VETERANS SERVICE COMMISSION:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the "Program");

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County Veterans Service Office for the following reasons: (a) existing motor vehicle has reached the end of their useful service life; and (b) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application With Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2024 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Passenger van	Chrysler Pacifica	\$9,620.52	2	\$19,241.04
		<b>TOTAL</b>	<b>2</b>	<b>\$19,241.04</b>

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

**5  
RESOLUTION NO. 24-50**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LJB, INC. FOR GENERAL ENGINEERING SERVICES 2023-1:**

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

WHEREAS, section 305.15 of the Revised Code provides that a board of county commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing general engineering services; and

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WHEREAS, the County Engineer has selected LJB, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and recommends entering into a contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT  
General Engineering Services 2023-1**

This Agreement is made and entered into this 22<sup>nd</sup> day of January, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342 (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant shall provide general engineering services (the “Services”) to the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be further described in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference incorporated into this Agreement: Delaware County General Engineering Services 2023-1 Scope of Services dated 8-18-2023 (the “Scope of Services”).

**2 SUPERVISION OF SERVICES**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Consultant’s Fee Proposal, which is to be retained and on file with each Party and, by this reference, incorporated into this Agreement, and other documents enumerated in Section 1.3.
- 4.2 The County Engineer may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the County Engineer determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

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

County Engineer:

Name: Delaware County Engineer  
Attn: Ryan J. Mraz, Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: Rmraz@co.delaware.oh.us

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Consultant:

Name of Principal in Charge: Daniel J. Hoying, P.E., P.S., STP, PMP  
 Address of Firm: 2500 Newmark Drive  
 City, State, Zip: Miamisburg, Ohio 45342  
 Telephone: 937-259-5000  
 Email: [DHoying@LJBinc.com](mailto:DHoying@LJBinc.com)

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the County Engineer and shall complete the services within 24 months from said date. No extensions will be provided without prior written approval.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a written modification signed by both Parties.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

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

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <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 Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

**6  
RESOLUTION NO. 24-51**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 Ribov #620 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 Ribov #620 Watershed Drainage Improvement Project.

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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](http://www.bidexpress.com) web service until 10:00 am on Tuesday February 12, 2024, at which time they will be publicly received and read aloud, for the project known as:

**O.R.C. 6131 Drainage Improvement Project  
Ribov #620 Drainage Improvement Project**

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

**THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$149,504.00. PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER’S CONSTRUCTION ESTIMATE.**

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

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

The Owner requires that all work associated with the project be completed before May 31, 2024. The estimated commencement of work date is March 4, 2024. Furthermore due to tree clearing restrictions imposed upon this project, **ALL** tree clearing activities must occur on or before March 31, 2024.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Award 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                      Mr. Benton Absent                      Mrs. Lewis Aye

**7  
RESOLUTION NO. 24-52**

**IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DEL-CR 72-01.80:**

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

WHEREAS, pursuant to Resolution 18-1279, adopted on November 19, 2018, and Resolution 22-795, adopted on September 15, 2022, this board declared necessity for improvements to Cheshire Road and entered into an agreement with Carpenter Marty Transportation, Inc., for required engineering services associated with the improvements; and

WHEREAS, Carpenter Marty Transportation, Inc., has completed preliminary engineering for the proposed improvements under the direction of the County Engineer pursuant to the agreement; and

WHEREAS, the County Engineer has negotiated a scope of work and fee to perform detailed design of the improvements and recommends modifying the agreement for such purpose;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 3 to the professional services agreement with Carpenter Marty Transportation, Inc., for Project DEL-CR 72-01.80:

**AMENDMENT NO. 3  
PROFESSIONAL SERVICES AGREEMENT  
DEL-CR 72-01.80**

This Amendment No. 3 to the Agreement dated November 19, 2018, is made and entered into this 22<sup>nd</sup> day of January, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Carpenter Marty Transportation, Inc., 6612 Singletree Drive, Columbus, Ohio 43229 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

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**ARTICLE 1 – AMENDMENT**

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.2 of the Prime Agreement shall be modified to increase the maximum total compensation to Nine Hundred Thirty-Three Thousand Nine Hundred Eight Dollars and Seventy-Eight Cents (\$933,908.78).
  - a. Original Contract (\$462,957.47) plus Mod #1 (\$330,158.92) plus Mod #2 (\$53,292.39) plus Mod #3 (\$87,500.00)
- B. Section 7.1 of the Prime Agreement shall be modified to extend the date for the completion of Services to July 1, 2024.

**ARTICLE 2 – REMAINING PROVISIONS**

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3.

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

**8  
RESOLUTION NO. 24-53**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR A RESUBDIVISION OF BEF SUBDIVISION LOT 448 AND SARA CROSSING:**

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

WHEREAS, Kautilya Berkshire Hotel, LLC, has submitted the plat of subdivision for a Resubdivision of BEF Subdivision Lot 448, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Hyatts Investors, LLC, has submitted the plat of subdivision for the Sara Crossing, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of a resubdivision of BEF Subdivision Lot 448 and plat of subdivision for Sara Crossing:

A Resubdivision of BEF Subdivision Lot 448:

Situated in the township of Berkshire, County of Delaware, State of Ohio, Located in Farm Lot 4, Section 2, Township 4, Range 17 in United States Military Lands in Berkshire, Township, Delaware County, Ohio and being all of Lot 448 conveyed to Kautilya Berkshire Hotel, LLC, as described in Volume 1618, page 1831, County Recorder’s Office, Delaware, Ohio. Cost: \$6.00 (\$3.00 per buildable lot)

Plat of Sara Crossing:

Situated in the State of Ohio, County of Delaware, Township of Liberty, Farm Lot D and E, Section 2, Township 3, Range 19, United States Military Lands, being 51.066 acres of land inclusive, being all of the remainder of that original 50 acre tract conveyed to Hyatts Investors, LLC, by deed of record in Official Record 2008, page 162, and all of that 25.741 acre tract conveyed to Hyatts Investors 2, LLC, by deed of record in Official Record 2008, page 169, being of record in the Recorder’s Office , Delaware County Ohio. Cost: \$6.00 (\$3.00 per buildable lot)

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

**9  
RESOLUTION NO. 24-54**

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0008	COLUMBIA GAS	ALICIA KELTON DR	MAINLINE INSTALLED
UT2024-0009	BREEZELINE	CHESHIRE RD	SPLIT DUCT OPEN TRENCH
UT2024-0010	BRIGHTSPEED	GOLF COURSE RD	ROAD BORE
UT2024-0011	AEP	SHERMAN RD	REPLACE POLES



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

10  
RESOLUTION NO. 24-55

**IN THE MATTER OF CONFIRMING THE RATES FOR AMBULANCE TRANSPORT AND EMERGENCY MEDICAL SERVICES COST RECOVERY FOR DELAWARE COUNTY EMS:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established EMS "soft-billing" or insurance-only billing; and

WHEREAS, the Board has previously established the rates and charges for ambulance transport and emergency medical services by Delaware County; and

WHEREAS, the Chief of Delaware County EMS recommends confirming the rates and charges to reflect current billing practices; and

WHEREAS, the Board desires to clarify that Delaware County is exempt from paying any rates and charges it may incur as a workers' compensation self-insured employer for ambulance transport and emergency medical services provided by Delaware County EMS;

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

Section 1. The Board hereby confirms the rates and charges for Ambulance and Emergency Medical Services by Delaware County as follows:

Description:	Charge Amount:
Basic Life Support:	\$765.36
Advanced Life Support I	\$905.02
Advanced Life Support II	\$1,312.83
Transport Mileage	\$16.19 per mile of transport

Section 2. The Board hereby declares that Delaware County shall be exempt from paying any rates and charges as approved in Section 1 of this Resolution that Delaware County may incur as a workers' compensation self-insured employer for ambulance transport and emergency medical services provided by Delaware County EMS.

Section 3. This Resolution shall be effective immediately upon adoption, and the rates and charges approved herein shall remain in effect until superseded by a subsequent resolution of this Board. All previous resolutions inconsistent with this Resolution are hereby superseded.

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

11  
ADMINISTRATOR REPORTS

CA Davies – No Comments

DCA Huston – No Comments

Attorney Hochstettler – No Comments

12  
COMMISSIONERS' COMMITTEES REPORTS

Mrs. Lewis – Thankful for the Engineering Department and Staff in the County for snow removal and continuing to work in weather conditions.

Mr. Merrell – Attended a CCAO zoom call on 01/19/24. Mr. Merrell is looking forward to better weather this week.

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13  
RESOLUTION NO. 24-56

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

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or a Public Official.

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

14  
RESOLUTION NO. 24-57

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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

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

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

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Jennifer Walraven, Clerk to the Commissioners