

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 5, 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 - Absent

**1
RESOLUTION NO. 24-79**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 29, 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 29, 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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-80**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0202, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0202:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0202, memo transfers in batch numbers MTAPR 0202 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2400350 (City of Delaware)	City Prosecutor	10029203-5360	\$6,880.00
P2400295 (PNC Bank)	Procurement Card /capital supplies	40111402-5410	\$6,700.00

PR Number	Vendor Name	Line Description	Account	Amount
R2401461	DELAWARE AUTO SALES LLC	REPAIR 20 DURANGO 9169	60111901 - 5370	\$ 23,000.00
R2401653	AMERICAN ELECTRIC POWER	ELECTRIC SVCS	10011303 - 5338	\$ 20,000.00
R2401655	CHANGE HEALTHCARE	EMS BILLINGS	10011303 - 5301	\$ 63,000.00
R2401711	G&G FITNESS EQUIPMENT INC	TREADMILLS MEDICS 1,3,5,7,8,9	10011303 - 5260	\$ 19,794.00
R2401718	CURTIS,DAN	APIARY SERVICE	10011102 - 5301	\$ 17,000.00
R2401733	RQI PARTNERS LLC	RQI EQUIPMENT - PHCB	10011160 - 5260	\$ 25,000.00
R2401733	RQI PARTNERS LLC	RQI LICENSES & FEES - PHCB	10011160 - 5320	\$ 75,100.00
R2401733	RQI PARTNERS LLC	RQI LICENSES & FEES - PHCB	10011303 - 5320	\$ 10,174.96
R2401756	DOOR GUYS INC,THE	DOOR PARTS	10011105 - 5201	\$ 2,000.00
R2401756	DOOR GUYS INC,THE	ASSET DOOR PARTS	10011105 - 5260	\$ 2,000.00
R2401756	DOOR GUYS INC,THE	REPAIR LABOR DOORS	10011105 - 5328	\$ 4,000.00
R2401786	EVERBRIDGE INC	MASS NOTIFICATION SOFTWARE	10011102 - 5320	\$ 4,750.00
R2401786	EVERBRIDGE INC	MASS NOTIFICATION SOFTWARE	21411306 - 5320	\$ 17,000.00
R2401845	CROWN LIFT TRUCKS	SAFETY GRANT FOR RECORD CENTER LIFT	61311923-5450	\$25,375.00

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

**4
RESOLUTION NO. 24-81**

**IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSION
SCHEDULED FOR MONDAY MARCH 4, 2024:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Delaware County Commissioners' session scheduled for Monday March 4, 2024.

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

**5
RESOLUTION NO. 24-82**

**IN THE MATTER OF APPROVING A TRAVEL EXPENSE REQUEST AND A FIXED PRICE
MEMBERSHIP AGREEMENT BETWEEN THE OHIO STATE UNIVERSITY JOHN GLENN
COLLEGE OF PUBLIC AFFAIRS AND THE DELAWARE COUNTY CHILD SUPPORT
ENFORCEMENT AGENCY:**

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

WHEREAS, the Deputy County Administrator and the Director of the Child Support Enforcement Agency recommend approval of a travel expense request and a fixed price membership agreement between the Ohio State University John Glenn College of Public Affairs and the Delaware County Child Support Enforcement Agency;

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

Section 1. The Board approves the fixed price membership agreement between the Ohio State University John Glenn College of Public Affairs and the Delaware County Child Support Enforcement Agency.

Section 2. The Board approves the associated travel request for the CSEA Department for the Director, Case Managers, Client Service Administrator, and Program Administrator to attend a variety of MAPS trainings at various locations from March 1, 2024 thru June 30, 2024, at the cost of \$2,700.00 (fund number 23711630).

**Fixed Price Membership Agreement Between
The Ohio State University**

**John Glenn College of Public Affairs And
Delaware County CSEA**

This Fixed Price Agreement ("Agreement") is made as of January 11, 2024 (the "Effective Date") by and between The Ohio State University on behalf of its John Glenn College of Public Affairs (hereinafter referred to as "JGCPA"), 1810 College Road South, Columbus, OH 43210 and Delaware County CSEA hereinafter referred to as "MEMBER".

WHEREAS JGCPA conducts classes through its Management Advancement for Public Service Program (MAPS). MEMBER has identified a need for professional development for their employees, the Parties agree to the following:

I. Membership. Membership means that the MEMBER purchases a set number of training units. A training unit is equal to one day of training and all training units must be used during the term of the membership. With the purchase of this membership your organization MEMBER agrees to appoint a person to serve as the "MAPS Contact who will assume responsibility for registration of participants, distribution of confirmation letters, review monthly registration reports and monitoring the utilization of membership training units. The MAPS Contact will also be responsible for cancellations, which require at least five business days prior to the date of the training seminar.

II. Term. This Agreement will begin on the Effective Date and will automatically expire on June 30, 2024. Carry-over of credits will be at the sole discretion of JGCPA.

III. Fixed Price Compensation. MEMBER agrees to compensate JGCPA \$2,700.00 for 12 training units. Upon signature of the Agreement, you will be invoiced the entire amount of this agreement. The invoice will be due, 30 days upon receipt. If during the term of this membership, MEMBER requires additional training units, you may purchase units at the membership rate of \$225 per training unit.

IV. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable

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control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics, including but not limited to any further deteriorations arising out of the ongoing COVID-19 pandemic; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation. Should such an event occur both parties will be relieved of any financial obligation and may suspend the agreement. Each party shall use its best efforts to ameliorate the effects of any such obligation to the other party.

V. Intellectual Property. Instructional materials (including but not limited to slides, recordings and presentations) that are utilized in the performance of this Agreement are for the sole use of MEMBER employees registered in the MAPS Program. MEMBER and MEMBER employees will not have the right to use and distribute materials to any third party without the written approval of JGCPA.

VI. Notice. For notice required by this Agreement, the following addresses shall be used and notice shall be deemed to have been sufficiently given when personally delivered or transmitted by certified or registered United States mail as follows:

For the John Glenn College of Public Affairs:
Gina Gest
Operations Manager
John Glenn College of Public Affairs
The Ohio State University
210D Page Hall, 1810 College Road
Columbus, Ohio 43210
614-688-1719
gest.10@osu.edu

For Delaware County CSEA:

Delaware County Commissioner
Delaware County CSEA
145 N Union St Delaware, OH 43015
(740) 833-2742

VIII. Third-Party Rights. This Agreement is between JGCPA and MEMBER and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party.

IX. Use of Names. The parties shall not use the name or trademark of the other party in any publicity, advertising or information, which is disseminated to any third person or to the general public without the other parties' prior written approval.

X. Amendment. This Agreement may be amended or supplemented only in writing signed by JGCPA and MEMBER.

XI. Governing Law. This Agreement shall be deemed to have been made in the State of Ohio and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Ohio and federal laws of the United States, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts located in the State of Ohio.

XII. Entire Agreement. The foregoing states the entire understanding between JGCPA and MEMBER with respect to the matters herein and supersedes any prior understanding, commitments, or agreements, oral or written.

WITNESS, the parties hereto have executed this Agreement as of the Effective Date.

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

**6
RESOLUTION NO. 24-83**

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2024:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate funds it deems sufficient for the inspection of apiaries in the county and to

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appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”); and

WHEREAS, the Board has appropriated Seventeen Thousand Dollars and No Cents (\$17,000.00) for apiary inspections in 2024;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2024 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 5th day of February, 2024 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“Board”), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 (“Contractor”).

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Seventeen Thousand Dollars and No Cents (\$17,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2024 apiary season, which terminates on approximately October 31, 2024.

Section 5 – Insurance

- 5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 **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 Subsection 5.1.
- 5.3 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. 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 termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its 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 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.

Section 7 – Termination

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The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

- 8.2 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.

- 8.3 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.

- 8.4 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.

- 8.5 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.

- 8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

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

**7
RESOLUTION NO. 24-84**

IN THE MATTER OF DETERMINING THE SIZE OF THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the State of Ohio recently enacted Am. Sub. H.B. No. 33, which included amendments to section 340.02 of the Revised Code, governing, in part, the size and composition of boards of alcohol, drug addiction, and mental health services districts; and

WHEREAS, amended section 340.02 of the Revised Code requires the boards of county commissioners representing the counties that constitute a joint-county district to jointly determine the size of the board of the joint-county district; and

WHEREAS, the Delaware-Morrow Mental Health & Recovery Services Board is currently established as a board consisting of fourteen members, and the Delaware County Board of Commissioners desires, with the concurrence of the Morrow County Board of Commissioners, to maintain the Delaware-Morrow Mental Health & Recovery Services Board as a board consisting of fourteen members;

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

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Ohio, that:

Section 1. The size of the Delaware-Morrow Mental Health & Recovery Services Board shall continue to be fourteen members. The composition of the Delaware-Morrow Mental Health & Recovery Services Board shall be as set forth in section 340.02 of the Revised Code.

Section 2. The Clerk shall certify a copy of this Resolution to the Delaware-Morrow Mental Health & Recovery Services Board, the Morrow County Board of Commissioners, and the Ohio Department of Mental Health and Addiction Services.

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

**8
RESOLUTION NO. 24-85**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds

From	To	
22511607-5801	22411604-4601	\$677,162.72
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	
22311611-5801	22411601-4601	\$48,199.73
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue	

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

**9
RESOLUTION NO. 24-86**

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY SAFETY GRANT FUNDS TO PURCHASE EQUIPMENT AND APPROVE THE CONTRACT FOR THE ADMINISTRATIVE SERVICES – RECORDS CENTER DEPARTMENT:

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

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 13-581 dated June 3, 2013, adopted a policy for the use of County Workers’ Compensation Self Insurance funds to allow departments to apply for internal safety grants; and

WHEREAS, the Records Center Department has applied for, and the Safety Grant Review Committee has recommended approval of, Grant Funds, not to exceed Twenty-Five Thousand Three Hundred Seventy-Five Dollars (\$25,375), to purchase a WAV60-118 – 118” Lift Height, 24 Volt, Work Assist Vehicle to assist with lifting and reaching items in the Records Center;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners hereby approves Safety Grant Funds, not to exceed Twenty-Five Thousand Three Hundred Seventy-Five Dollars (\$25,375), to purchase a WAV60-118” Work Assist Vehicle and approve the contract.

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

**10
RESOLUTION NO. 24-87**

IN THE MATTER OF APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND SUBMIT AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff and Sheriff’s staff recommend submitting the annual federal Departments of Justice and Treasury Equitable Sharing Agreement and Certification (ESAC) of federal forfeiture proceeds and expenditures for 2023, for the Delaware County Sheriff’s Office; and

WHEREAS, the Delaware County Sheriff’s office is required to file with the federal Departments of Justice and Treasury listing federal forfeiture proceeds and expenditures for 2023; and

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WHEREAS, the Delaware County Sheriff did not have any federal forfeiture receipts or expenditures reportable on the ESAC in 2023; and

WHEREAS, the federal forfeiture asset sharing activity is accounted for in Org Keys 24231333 and 24331334 in the County’s accounting system One Solution;

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

Section 1. The Board hereby approves the annual federal Departments of Justice and Treasury Equitable Sharing Agreement and Certification of federal forfeiture proceeds and expenditures for 2023, for the Delaware County Sheriff’s Office.

Section 2. The Board hereby authorizes the County Administrator to execute and submit the Equitable Sharing Agreement and Certification as the Governing Body Head on behalf of the Board.

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

**11
RESOLUTION NO. 24-88**

IN THE MATTER OF APPROVING THE USE OF PROCUREMENT CARDS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

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

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

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

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

New Card for Jonathan Kabat:

Appointing Authority:	Commissioners
Office/Department:	Economic Development

Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	25

Department Coordinator: Justin Nahvi

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

**12
RESOLUTION NO. 24-89**

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH WESTECH ENGINEERING, LLC, FOR DENSITY CURRENT BAFFLES SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, sealed bids for the Density Current Baffles Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 11:00 a.m. Friday, January 12, 2024; and

WHEREAS, two (2) bids were received, and the lowest and best bid received was from WesTech Engineering,

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LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to WesTech Engineering, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the Density Current Baffles Supply Contract to WesTech Engineering, LLC, authorizes and directs the Sanitary Engineer to prepare the necessary Notice of Award and contract documents, and approves the following agreement with WesTech Engineering, LLC:

DENSITY CURRENT BAFFLES SUPPLY CONTRACT

This Agreement is made and entered into on February 5, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and WesTech Engineering, LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 PRODUCTS AND SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall supply and deliver Alternate B launder mounted density current baffles and provide requested installation field assistance (the “Services”) in accordance with the Invitation to Bid and Specifications for Density Current Baffles Supply Contract (the “Bid Documents”), which are on file with the County and Contractor and, by this reference, fully incorporated herein. The Services shall also be subject to the portions of the Contractor’s bid submission attached hereto and, by this reference, 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 COMPENSATION

4.1 Compensation shall be based upon the unit prices in Contractor’s bid.

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 persons 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:

Name: Erik McPeek
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2240
Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Mark Fisher
Address of Firm: 3665 S West Temple
City, State, Zip: Salt Lake City, UT 84115
Telephone: (801) 265-1000
Email: tdumbaugh@westech-inc.com

6 PAYMENT

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6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's bid.

6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor 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 Contractor 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 OF SERVICES, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with the Sanitary Engineer's order and the delivery schedule in Contractor's bid.

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.

9 INDEMNIFICATION

9.1 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.

9.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.

10 INSURANCE

10.1 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.

10.2 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.

10.3 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.

10.4 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

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- 10.5 Proof of Insurance: Prior to the commencement of any work 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 work under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work 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.
- 11.10 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 work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work 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.

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 work 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.

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

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

**13
RESOLUTION NO. 24-90**

IN THE MATTER OF AWARDING BIDS FOR ENGINEERING MATERIALS FOR 2024:

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

Tree Clearing

Bids Opened January 9, 2024

As a result of the bids opened January 9, 2024 for tree clearing for 2024, the Engineer recommends that a non-exclusive bid award be made to Oberlander’s Tree & Landscape Ltd., Adam’s Tree Care, Timberland Tree, Hardwick Tree, Hilscher-Clarke Electric, Axes Tree Service and American Arbor, LLC.

Curb and Sidewalk Replacement Program

Bids Opened January 9, 2024

As a result of the bids opened January 9, 2024 for the curb and sidewalk replacement program for 2024, the Engineer recommends that a non-exclusive bid award be made to Concrete One, LLC and Decker Construction Company.

Pavement Marking

Bids Opened January 9, 2024

As a result of the bids opened January 9, 2024 for pavement marking for 2024, the Engineer recommends that a non-exclusive bid award be made to Griffin Pavement Striping.

Guardrail Installation

Bids Opened January 9, 2024

As a result of the bids January 9, 2024 for the guardrail installation for 2024, the Engineer recommends that a non-exclusive bid award be made to Lake Eric Construction Company, MP Dory Co. and Paul Peterson Co.

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 approves the following:

Section 1: A non-exclusive bid award be made to Oberlander’s Tree & Landscape Ltd., Adam’s Tree Care, Timberland Tree, Hardwick Tree, Hilscher-Clarke Electric, Axes Tree Service and American Arbor, LLC. for tree clearing in 2024.

Section 2: A non-exclusive bid award be made to Concrete One, LLC and Decker Construction Company for curb and sidewalk replacement program in 2024.

Section 3: A non –exclusive bid award be made to Griffin Pavement Striping for pavement marking in 2024.

Section 4: A non-exclusive bid award be made to Lake Erie Construction Company, MP Dory Co. and Paul Peterson Co. for guardrail installation in 2024.

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

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14

RESOLUTION NO. 24-91

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
UT2024-0017	AEP	MILLER PAUL RD	SET NEW POLE
UT2024-0018	AEP	CHESHIRE RD	UNDERGROUND CONDUIT
UT2024-0019	AEP	AFRICA RD	POLE REPAIRS
UT2024-0020	AEP	CHESHIRE RD	REPAIR POLES
UT2024-0021	AEP	S 3 B'S & K RD	REPLACE POLES
UT2024-0022	DEL-CO WATER	MAIN ST	INSTALL SERVICE LINE
UT2024-0023	AEP	BEAN OLLER RD	ROAD BORE
UT2024-0024	AEP	MILLER PAUL & CENTER VIL	REPLACE POLES

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

15

RESOLUTION NO. 24-92

IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR HOWARD FARMS SECTION 4:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Howard Farms Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Howard Farms Section 4:

OWNER'S AGREEMENT
PROJECT NUMBER: 23028

THIS AGREEMENT, executed on this 5th day of February, 2024, between Homewood Corporation, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Howard Farms Sec 4 further identified as Project Number 23028 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any

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material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Nine Thousand Dollars and No Cents (\$39,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

Acceptance of the project into the public system shall be completed only after written notice to the C O U N T Y COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE \$980,000.00

CONSTRUCTION BOND AMOUNT \$980,000.00

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MAINTENANCE BOND AMOUNT \$98,000.00

INSPECTION FEE DEPOSIT \$39,000.00

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

16
RESOLUTION NO. 24-93

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a Tracked 60” Rotary Mower, 38.5hp Kawasaki Engine, 50 Degrees Max Slope, a 4500 LB Winch Kit, a 4500 LB Winch Kit installation and a 2024 John Deer 331G Compact Track Loader for use in performing the office’s official duties; and

WHEREAS, the Board participates in the HGAC Buy cooperative purchasing program (“HGAC”), and the track mower, winch kit and installation are available for purchase via HGAC;

WHEREAS, the Board participates in the Sourcewell cooperative purchasing program (“Sourcewell”), and the 2024 John Deer 331G Compact Truck Loader is available for purchase via Sourcewell;

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

Section 1. The Board hereby authorizes the purchase of one (1) Tracked 60” Rotary Mower, 38.5hp Kawasaki Engine, 50 Degrees Max Slope, one (1) 4500 LB Winch Kit and one (1) 4500 LB Winch Kit installation from RC Mowers for the price of \$69,065.00, not to exceed \$75,000.00.

Section 2. The Board hereby authorizes the purchase of one (1) 2024 John Deer 331G Compact Truck Loader from Murphy Tractor & Equipment for the price of \$87,304.00, not to exceed \$90,000.00.

Section 3. The purchase authorized in Section 1 shall be subject to HGAC Contract #GR01-20, which is fully incorporated herein and of which the purchase order shall be made a part. The purchase authorized in Section 2 shall be subject to Sourcewell Contract #011723-JDC, which is fully incorporated herein and of which the purchase shall be made a part of.

Section 4. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

17
RESOLUTION NO. 24-94

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR THE PROJECT KNOWN AS DEL-CR 13-5.02 (PID:97431) WORTHINGTON ROAD AND LEWIS CENTER ROAD IMPROVEMENTS:

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

DEL-CR13-5.02 Worthington Road and Lewis Center Road Improvements
Bid Opening: January 9, 2024

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Strawser Paving Company, the low bidder for the project; and

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WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Strawser Paving Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Strawser Paving Company for DEL-CR13-5.02 (PID:97431):

CONTRACT

THIS AGREEMENT is made this 5th day of February, 2024, by and between Strawser Paving Company, 1595 Frank Road Columbus, Ohio 43223, hereinafter called the "Contractor" and the Delaware County Commissioners, and hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "DEL-CR13-5.02 (PID: 97431)", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Three Million Six Thousand Nine Hundred Sixteen and Five Cents (\$3,006,916.05) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

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

**18
RESOLUTION NO. 24-95**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE 2024 CULVERT SUPPLY CONTRACT:

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

**2024 Culvert Supply Contract
Bid Opening: January 9, 2024**

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Double Z Construction Company for the 2024 Culvert Supply contract:

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CONTRACT

THIS AGREEMENT is made this 5th day of February, 2024, by and between Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “2024 Culvert Supply Contract”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Four Hundred Nineteen Thousand Four Hundred Eight Dollars and Zero Cent (\$419,408.00), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

**19
RESOLUTION NO. 24-96**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BOSS EXCAVATING & GRADING INC. FOR THE PROJECT KNOWN AS DEL-TR409-2.73 GREEN MEADOWS DRIVE:

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

DEL-TR409-2.73 Green Meadows Drive Bid Opening January 23, 2024

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Boss Excavating & Grading, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Boss Excavating & Grading Inc., for the project; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Boss Excavating & Grading Inc., for the project known as DEL-TR409-2.73 Green Meadows Drive:

CONTRACT

THIS AGREEMENT is made this 5th day of February, 2024, by and between Boss Excavating & Grading Inc. 2800 Harrison Road Columbus, Ohio 43204, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment,

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and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-TR409-2.73 Green Meadows Drive”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Two Million Eight Hundred and Twenty Two Thousand Nine Hundred Thirty Two Dollars and Seventy Cents (\$2,822,932.70) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

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

20

RESOLUTION NO. 24-97

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY AND SANDS, INC. FOR THE PROJECT KNOWN AS DEL-CR 123-01.30 HYATTS ROAD WIDENING PROJECT:

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

DEL-CR 123-01.30 Hyatts Road Widening Project Bid Opening: January 9, 2024

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Shelly and Sands, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Shelly and Sands, Inc. for the project; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Shelly and Sands, Inc. for DEL-CR 123-01.30 Hyatts Road Widening Project:

CONTRACT

THIS AGREEMENT is made this 5TH day of February, 2024, by and between Shelly and Sands, Inc., 1515 Harmon Ave. Columbus, Ohio 43223, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR 123-01 .30 Hyatts Road Widening Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Million Eight Hundred Fifty-Nine Thousand, Nine Hundred Fifty-Eight Dollars and 22 Cents (1,859,958.22) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

ADMINISTRATOR REPORTS

CA Davies – No Comments

DCA Huston – No Comments

Attorney Hochstetler – No Comments

COMMISSIONERS' COMMITTEES REPORTS

Mrs. Lewis – Attended a MORPC meeting last week in New Albany; discussions about challenges and accomplishments.

Mr. Merrell – Attended the State of the City of Sunbury on 01/30/24 along with Commissioner Benton; compliments to the Mayor and his staff. Mr. Merrell will be attending a Genoa Business Association meeting on 02/07/24.

RESOLUTION NO. 24-98

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

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(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. Benton Absent Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 24-99

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

Jennifer Walraven, Clerk to the Commissioners