

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 18, 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. 24-207

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD MARCH 14, 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 March 14, 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

For Consideration For Other Business
RESOLUTION NO. 24-208

IN THE MATTER OF DECLARING A DISASTER AND STATE OF EMERGENCY IN DELAWARE
COUNTY, OHIO FOLLOWING THE TORNADO ON THE EVENING OF MARCH 14TH, 2024:

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

WHEREAS, Delaware County, Ohio has been impacted by severe weather with tornado damage to homes and public infrastructure spanning across Scioto Township, Delaware Township, City of Delaware, Berlin Township, Berkshire Township, Village of Galena, and Trenton Township;

WHEREAS, damage assessment teams have observed damage to at least 254 homes and businesses across the county with 25 of these having major damage and 14 being uninsured;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby determines that, pursuant to Chapter 5502 of the Revised Code, a disaster and state of emergency exists in Delaware County, Ohio as a result of the above referenced event, effective March 14, 2024;

BE IT FURTHER RESOLVED that the Delaware County Office of Homeland Security and Emergency Management is authorized and directed to provide assistance to citizens of Delaware County in recovery efforts from this tornado and to request state and federal assistance, as available, for response and recovery purposes.

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

UPDATES OF STORM DAMAGE AND CLEAN-UP
Alex McCarthy, Director
Delaware County Office of Homeland Security and Emergency Management

Chris Bauserman, Delaware County Engineer

Jeff Kimmel, Mayor Village of Galena
Mike Dattilo, Berkshire Township Trustee
Ken O'Brien, Berlin Township Trustee

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**3
RESOLUTION NO. 24-209**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0315:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0315 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2401270) Bair Foundation	Children's Services	22511607-5348	\$8,045.00
(P2401273) National Youth	Children's Services	22511607-5348	\$20,000.00
(P2402257) Our Children	Children's Services	22511607-5348	\$50,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2402502	BUCKEYE PAVING COMPANY	PAVING PROJECTS - VARIOUS BUILDINGS	40111402 - 5328	\$5,480
R2402502	BUCKEYE PAVING COMPANY	PAVING PROJECTS - VARIOUS BUILDINGS	40111402 - 5403	\$67,540
R2402511	COSTAR REALTY INFORMATION INC	LICENSE AGREEMENT	21011113 - 5320	\$5,160
R2402567	PENN CARE MEDICAL PRODUCTS	EMS MEDICAL SUPPLIES	10011303 - 5244	\$5,120
R2402570	BRIGHTLY SOFTWARE INC	ASSET ESSENTIALS CORE PLUS SOFTWARE	10011105 - 5320	\$13,508.12
R2402578	CITY OF DUBLIN	911 RADIO SYSTEM MAINTENANCE	21411306 - 5325	\$779,816
R2402578	CITY OF DUBLIN	2024 COIRS FEES	21411306 - 5308	\$5,300
R2402584	PETERSON CONSTRUCTION CO	PRECONSTRUCTION PHASE - RESOLUTION 24-152	66611900 - 5410	\$30,000

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

**4
RESOLUTION NO. 24-210**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners' Office is requesting that Assistant Chief Jeremy Miller from Emergency Medical Services attend Elite Report Writer in Lakeville, Minnesota on May 8-10, 2024; at the cost of \$1,496.50.

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

**5
RESOLUTION NO. 24-211**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND AMERICAN CORRECTIONAL ASSOCIATION FOR ACCREDITATION SERVICES:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following Agreement between the Delaware County Sheriff's Office and the Delaware County Board of Commissioners and American Correctional Association for accreditation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Delaware County Sheriff's Office, the Delaware County Board of Commissioners, and American Correctional Association, regarding accreditation services:

**AMERICAN CORRECTIONAL ASSOCIATION
ACCREDITATION CONTRACT**

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THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Delaware County Sheriff's Office, hereinafter referred to as the "Agency."

WITNESSETH

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Core Jail Standards, second edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Jails, throughout the United States; and,

WHERE AS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:

- a. Accepts the standards and criteria for accreditation, including subsequent modifications or amendments thereto;
- b. Has statutory and/or other legal authority to enter into this contract with reference to its decision to seek accreditation for the following specified agencies, facilities or programs:

Delaware County Sheriff s Office

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the accreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the accreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:

- a. Use only standards approved by the American Correctional Association in the accreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
- b. Provide information on the accreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
- c. Conduct an orientation to the accreditation program and process, if requested, at the Agency's expense;
- d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the accreditation process;
- e.. Appoint all auditors /consultants based upon their experience and demonstrated knowledge;
- f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
- g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
- h. Provide to the agency, facility or program if awarded accreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
- i. Publish the name of the accredited agency, facility or program in an annual summary; and
- j. Indemnify and hold free and harmless the Agency, Delaware County, Ohio, 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

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extent caused by any negligent acts, errors or omissions of the Association, 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. This obligation is limited to the services and project as defined in this Contract; and

k. Maintain insurance coverages in an amount and policy type that are customary to the Association's industry and such that would be sufficient to cover its indemnification obligations as stated herein; and

l. Name the Agency, Delaware County, Ohio, its elected officials, and employees as additional insured with respect to all activities under this Contract, and require all of its contractors and subcontractors to provide like endorsements; and

m. Provide properly executed Certificates of Insurance to Agency that demonstrate Association's compliance with its insurance obligations as stated in this Contract.

3. The Agency hereby covenants and agrees to pay an accreditation and performance monitoring visit fee in the amount of \$11,500 payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the accreditation process for the herein named agency, facility or program which involves staff time and other expenses, 50% of the total accreditation fee \$5,750.00 shall be payable within 30 days from the commencement of this contract.
 - b. In consideration of completion of the standards compliance audit, the remaining 50% of the total accreditation fee \$5,750.00 shall be due 30 days after completion of the audit. The total fee has to be paid in full to receive certificate of accreditation.
4. The Agency hereby agrees to pay in addition to the accreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit necessary to verify required minimum levels of compliance with standards and/or compliance with life -health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay; in addition to the other accreditation fees provided here in, for the cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.
6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after accreditation is granted or the Contract is terminated pursuant to subparagraph b).

b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.

The agency agrees to pay an audit re-scheduling fee of \$1,500 if the agency requests postponement of a scheduled audit less than 90 days prior to the originally scheduled audit date. There shall be no re-scheduling fee if agency requests a different audit date and such a request is made 90 or more days before the originally scheduled audit. This postponement fee covers auditor rebooking fees and administrative costs.

c. All accreditation, administrative, and annual fees due are payable as of the effective date of termination, shall be considered full compensation to the Association pursuant to this Contract, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Ohio. This Contract may be executed in counterparts.
8. The Parties acknowledge and agree that the Association 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. Association also agrees that, as an independent contractor, Association 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. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Association and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract.

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IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

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

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RESOLUTION NO. 24-212

IN THE MATTER OF APPROVING AN AGREEMENT AND FIRST ADDENDUM BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND TARGETSOLUTIONS LEARNING, LLC FOR LEARNING MANAGEMENT SYSTEM:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Agreement and first addendum between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and TargetSolutions Learning LLC for a learning management system;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the following Contract and first addendum between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and TargetSolutions Learning, LLC for a learning management system:

**FIRST ADDENDUM TO THE TARGETSOLUTIONS, LLC AGREEMENT,
QUOTE ID Q-310954**

This First Addendum (“Addendum”) to the TargetSolutions, LLC Agreement, Quote ID Q-310954, (“Agreement”) is entered into this 18th day of March, 2024 by and between Target Solutions Learning LLC, d/b/a/ Vector Solutions. (“Contractor”), whose principal place of business is 4890 W. Kennedy Blvd., Suite 300, Tampa, FL 33609, the Board of County Commissioners, Delaware County, Ohio whose principal place of business is located at 91 N. Sandusky St., Delaware, OH 40315, (“County”) and the Delaware County, Ohio Sheriff’s Office (“DCSO”), whose principal place of business is located at 1776 State Route 521, Delaware, OH 43015, (County and DCSO collectively “Customer”) (All individually, "Party" and all collectively, "Parties").

WHEREAS, CONTRACTOR has experience in providing the services sought by the DCSO; and

WHEREAS, the DCSO wishes to utilize Contractor's services, and Contractor is willing to offer such services upon the terms and conditions in this Agreement;

NOW THEREFORE, for good and valuable consideration, the Parties hereby mutually agree to the following additions, which shall apply to each of the Agreements.

1) INDEPENDENT CONTRACTOR

Contractor agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Contractor and/or its boards, officers, officials, employees, contractors, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the County and . Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

2) INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS

Customer is a public employer as defined in R.C. § 145.01(D). Customer has classified the 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 the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the BOARD, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Contractor is an individual or has less than five (5) employees, Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form (“Form”) hereby attached to this Agreement as Exhibit A and by this reference incorporated as if fully written herein.

If Contractor has five (5) or more employees, Contractor, by his/her signature below hereby certifies such fact in lieu of completing the Form:

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3) INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

Notwithstanding anything to the contrary in the Agreement: Contractor shall indemnify and defend the County, DCSO, and its elected officials and employees against any third party claim(s) that the Product, Software, or License, or their use by Customer, provided such use is in accordance with the terms of the Client Agreement, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall promptly pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). Such indemnity obligation is subject to the County and/or DCSO: (a) promptly giving Contractor notice in writing of the claim and (b) providing Contractor sole control over its defense or settlement, including the choice of counsel, and full authority to settle any such claim; provided, however, that Contractor may not agree to any settlement that requires any payment, action, or forbearance by Customer without Customer's prior written approval. Customer agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Customer shall not attempt to settle any such claim on its own behalf.

4) DRUG FREE WORKPLACE

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace 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 will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5) CERTIFICATION REGARDING FINDINGS FOR RECOVERY

Contractor, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

7) EQUAL OPPORTUNITY/NON-DISCRIMINATION/CIVIL RIGHTS

In fulfilling the obligations and duties of this Agreement, Contractor certifies and agrees as follows: Contractor, all subcontractors, and/or any person acting on behalf of the Contractor or any subcontractor shall comply with all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity. Contractor, all subcontractors, and/or any person acting on behalf of the Contractor or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

8) TAXES

The County and DCSO are political subdivisions and tax exempt. Contractor shall not charge the County or DCSO any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Contractor provides pursuant to this Agreement. The DCSO shall, upon request, provide Contractor with proof of exemption.

9) 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.

10) WAIVER

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) ENTIRE AGREEMENT

This Agreement, and the Vector Solutions Software as a Service Agreement ("Client Agreement") shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

12) HEADINGS

The subject headings of the paragraphs 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.

13) MAXIMUM COST

The Parties hereby agree and CONTRACTOR acknowledges that the cost of the compensation and fees paid to CONTRACTOR under this Agreement for the services will not exceed \$11,649.75.

14) COMPLIANCE

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CONTRACTOR shall comply with all applicable local, state, and federal laws and regulation in the performance of this Agreement and Addendum.

15) SIGNATURES

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.

16) GOVERNING LAW

Section 10.2 of the Agreement shall be removed in its entirety and replaced with this provision. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

17) CONFLICT OF INTEREST / NON-COLLUSION

The CONTRACTOR is unaware of and certifies that there are no conflicts of interest that would prohibit the CONTRACTOR from entering this Agreement and agrees to notify immediately the BOARD when it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement. CONTRACTOR further guarantees that this Agreement is not a product of collusion with any other vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

18) COMPETITIVE BIDDING NOT REQUIRED

This purchase is not subject to competitive bidding pursuant to R.C. 307.86.

19) CONFLICTS

In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

20) TERMS OF AGREEMENT UNCHANGED

All terms and conditions of the Agreement not changed by this Addendum remain the same, unchanged, and in full force and effect.

(Copy of service agreement available for review until no longer of administrative value).

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

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RESOLUTION NO. 24-213

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH BONDED CHEMICALS, INC.:

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

WHEREAS, Bonded Chemicals, Inc. is currently under contract to supply ferric chloride and sodium hypochlorite for the Sewer District (DCRSD Contract 22-03); and

WHEREAS, the contract allows for an extension of up to two (2) additional one (1) year terms; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with Bonded Chemicals, Inc. to supply sodium hypochlorite until March 31, 2025; and

WHEREAS, ferric chloride shall not be provided and delivered under this extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 1 to extend the contract with Bonded Chemicals, Inc. and authorizes the Sanitary Engineer to sign the Change Order document.

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

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RESOLUTION NO. 24-214

IN THE MATTER OF APPROVING THE AMENDED AND RESTATED SUBDIVIDER'S AGREEMENT FOR NORTHSTAR PRESTWICK ROAD PHASE I:

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

WHEREAS, the Sanitary Engineer recommends approval of the Amended and Restated Subdivider's Agreement for Northstar Prestwick Road Phase I;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amended

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and Restated Subdivider's Agreement for Northstar Prestwick Road Phase I:

AMENDED AND RESTATED SUBDIVIDER'S AGREEMENT

NORTHSTAR PRESTWICK ROAD PHASE I

SECTION I: INTRODUCTION

This Amended and Restated Subdivider's Agreement (the "Agreement") is entered into on March 18, 2024, by and between Northstar Residential Development, LLC, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and fully amends and restates the Subdivider's Agreement entered into by and between the Subdivider and the County on May 13, 2022 (the "Original Agreement").

RECITALS

WHEREAS, the Original Agreement approved capacity for 0 single family residential equivalent connections to be constructed for Phase I and II of "Sanitary Sewer Improvement Plans for Northstar Prestwick Road Phase I & II"; and

WHEREAS, the parties mutually desire to amend and restate the Original Agreement to only include Phase I of the Northstar Prestwick Road Development;

NOW, THEREFORE, in consideration of the Recitals set forth herein, which are deemed to be an integral part of this Agreement, the Subdivider and the County mutually agree as follows:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Phase I of the Sanitary Sewer Improvement Plans for Northstar Prestwick Road Phase I & II, dated March 18, 2022, approved by the County on March 22, 2022, and revised on September 25, 2023 all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are 0 single family residential equivalent connections approved with this Agreement. The Sanitary Engineer may, upon the Subdivider's request, approve a change in the number of single family residential connections, which change shall only be effective if given in writing signed by the Sanitary Engineer. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$267,087.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for Phase I of Sanitary Sewer Improvement Plans for Northstar Prestwick Road Phase I & II.

SECTION IV: FEES

It is further agreed that the Subdivider has paid the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of Sanitary

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Sewer Improvement Plans for Northstar Prestwick Road Phase I & II (\$9,348.05). The Subdivider has also paid the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of Sanitary Sewer Improvement Plans for Northstar Prestwick Road Phase I & II (\$22,702.40). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Sanitary Sewer Improvement Plans for Northstar Prestwick Road Phase I & II as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

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- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

9

RESOLUTION NO. 24-215

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR CLARKSHAW CROSSING SECTION 1 PHASE A & B:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Sewer Subdivider's Agreement for Clarkshaw Crossing Section 1 Phase A & B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for Clarkshaw Crossing Section 1 Phase A & B:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on March 18, 2024, by and between M/I Homes of Central Ohio, LLC, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the Clarkshaw Crossing Section 1 Phase A and Clarkshaw Crossing Section 1 Phase B Subdivision Plats or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B, dated October 26, 2023, and approved by the County on November 3, 2023, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse Subdivider a portion of the construction cost through tap credits under the following terms:

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- Installing 6,183 linear feet of 18" sanitary sewer and accessories = \$486,385.20

Except as otherwise set forth herein, the maximum total reimbursement amount is \$486,385.20, which may only be used by the Subdivider within the Clarkshaw Crossing development. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge.

SECTION II: CAPACITY

There are 75 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$735,538.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B (\$70,356.55). The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B (\$170,865.90). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Sanitary Sewer Improvement Plan for Clarkshaw Crossing Section 1 Phase A & B as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall

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evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

10

RESOLUTION NO. 24-216

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH UNITED SURVEY, INC.
FOR SEWER REPAIR SERVICES:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with United Survey, Inc. for sewer repair services;

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

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 18th day of March, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and United Survey, Inc., 25145 Broadway Avenue, Oakwood Village, Ohio 44146 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide the labor, equipment, and materials necessary for the repair of an existing 18-inch sanitary sewer, including the following items: remove the failed partial liner, flush the line, grout mainline joints, install cured-in-place pipe liner with end seals, and perform post-installation televised inspection (collectively, the “Services”). The Contractor shall prepare and submit the liner thickness calculations to the County prior to installation. The Contractor shall submit one copy of the post-lining inspection video to the County. The Contractor shall repair or replace components of the liner that fail due to faulty workmanship or material within a one (1) year warranty period from the date of project completion.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further defined in, and shall be rendered by the Contractor in accordance with, the Contractor’s Proposal 24-024, dated March 6, 2024, attached hereto as *Exhibit A* and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with *Exhibit A*.
- 4.2 Total compensation under this Agreement shall not exceed \$59,500.00 without subsequent modification in accordance with Section 3.1.
- 4.3 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 Any formal “Notices” issued under this Agreement shall be served in writing by certified U.S. Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic

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communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County Regional Sewer District

Name: Julie McGill

Address: 1610 State Route 521, Delaware, OH 43015

Telephone: 740-833-2240

Email: jmcgill@co.delaware.oh.us

Contractor: United Survey, Inc.

Name of Principal: Connor Murphy

Address of Firm: 25145 Broadway Ave.

City, State, Zip: Oakwood Village, Ohio 44146

Telephone: (440) 797-5672

Email: CMurphy@unitedsurveyinc.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with Article 4 of this Agreement and *Exhibit A*.
- 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 within one (1) month.
- 7.2 Contractor shall not proceed with any Services without written order from the Sanitary Engineer.
- 7.3 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 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall

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not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.

- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

**11
RESOLUTION NO. 24-217**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC. FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with DLZ Ohio, Inc. for on-call construction inspection services;

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 18th day of March, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

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- 1.1 The Consultant will provide on-call construction inspection services (the “Services”).
- 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 are more fully defined in, and shall be rendered by the Consultant in accordance with the Consultant’s Proposal, dated March 7, 2024 (the “Proposal”), which is 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 or her designee 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 Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) without subsequent modification.
- 4.3 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Nathan Givens
Address: 1610 State Route 521, Delaware, Ohio 43015
Telephone: (740) 833-2240
Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Nathan G. Niedermeier, P.E.
Address of Firm: 6121 Huntley Road
City, State, Zip: Columbus, Ohio 43229
Telephone: (614) 888-0040
Email: nneidermeier@dlz.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Sanitary 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 OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services no later than December 31, 2025.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written order from the Sanitary Engineer.

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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 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 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/ADDITIONS IN SCOPE OF SERVICE

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

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 sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. 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

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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.
- 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

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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 Services 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

12

RESOLUTION NO. 24-218

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE REGIONAL SEWER DISTRICT:

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 card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Card 1:

Appointing Authority: County Commissioners
Office/Department: Regional Sewer District

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: 50

Name on Card: Elizabeth Pennington
Department Coordinator: Gina DeWitt

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

13

RESOLUTION NO. 24-219

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION

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OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, section 307.12(E) of the Revised Code allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #	Type	Make	Model	VIN/Serial Number	Mileage/Note
339	TOTALED	CHEVROLET	2017 Tahoe	1gnskfec1hr303098	143,695
34	SUV	CHEVROLET	2010 TAHOE	1GNUKAE06AR265391	113,702
268	SUV	FORD	2015 POLICE INT SUV	1fm5k8ar2fgc41193	158,740
601	SEDAN	FORD	2014 FOCUS SE	1FADP3F27EL238771	98,274
1916	Tire changer	Coats	5030E	797375059	n/a
4071	Tire Balancer	Coats	950	101305571	n/a

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

**14
RESOLUTION NO. 24-220**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BUCKEYE PAVING COMPANY FOR PARKING LOT BLACKTOP MAINTENANCE AT VARIOUS COUNTY FACILITIES:

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

WHEREAS, the Facilities Director recommends approval of an agreement with Buckeye Paving Company for parking lot blacktop maintenance;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following services agreement with Buckeye Paving Company:

SERVICES AGREEMENT

This Agreement is made and entered into on March 18, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Buckeye Paving Company, 5385 Miller Paul Road, Westerville, Ohio 43082 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide the labor, equipment, and materials necessary to overlay, repair, seal and stripe pavement areas at various County facilities (the “Services”).
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Estimate dated February 28, 2024 (hereinafter referred to as the “Proposal”), which is attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICE

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2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.

2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.

4.2 For all Services, the lump sum fee shall be \$73,020.00.

4.3 Total compensation under this Agreement shall not exceed \$73,020.00 without subsequent modification of this Agreement in accordance with Section 3.1.

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 PAYMENT

5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director and shall be in accordance with the Proposal.

5.2 Invoices shall be submitted to the Director 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.

5.3 The County shall pay invoices within thirty (30) days of receipt.

6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly, in a workmanlike manner, and in accordance with the Proposal.

6.2 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 Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

7.1 The County may, upon providing written notice to the Contractor, 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.

7.2 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.

8 INDEMNIFICATION

8.1 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 INSURANCE

9.1 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.

9.2 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.

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- 9.3 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 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.
- 10 MISCELLANEOUS TERMS AND CONDITIONS**
- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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

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reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 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.
- 10.11 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.

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

**15
RESOLUTION NO. 24-221**

IN THE MATTER OF APPROVING THE CASH LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARED FARMS, INC. FOR THE CROPLAND OF THE DELAWARE COUNTY HOME FARM AND THE CROPLAND OF THE TRANSFER STATION FARM:

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

WHEREAS, the Director of Facilities recommends approval of the cash lease agreement between the Delaware County Board of Commissioners and Hared Farms, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the cash lease agreement between the Delaware County Board of Commissioners and Hared Farms, Inc. for the cropland of the Delaware County Home Farm and the cropland of the Transfer Station Farm.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

- 1. This lease is made this 18th day of March, 2024, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Hared Farms, Inc., 5184 Shoemaker Rd, Ashley, OH 43003, tenant.
- 2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: ±210 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots. In addition, no farming activities are to be performed in the area depicted in Exhibit A, attached hereto and, by this reference, incorporated herein, unless and until the landlord authorizes farming activities in a written notice to the tenant.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2024 crop year beginning on the 1st day of April, 2024, at 12:00 p.m. (noon) and ending on December 31, 2024, or ten days after the crops are removed, whichever comes first.

Said lease is thereafter renewable for four (4) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of December 2024 (for the 2025 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

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The landlord reserves the right not to renew the lease and must do so in writing to the tenant by March 1st following the original term and any renewal period.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$78,561.00, being computed at \$301.00 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 91 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2024; the remaining one-half of the annual rent is due and payable on or before November 1, 2024 for the crop year. Rent any renewal period will be due in the same manner for the year of the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

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The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renew, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

1. **Indemnity**: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

2. **Insurance**: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.

3. **Severability**: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

4. **Governing Law**: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

IN WITNESS WHEREOF, the parties have signed this lease on the date named in Section I.

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No farming activities are to be performed in the area depicted in the map below, unless and until the landlord authorizes farming activities in a written notice to the tenant.



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

16

RESOLUTION NO. 24-222

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR CHESHIRE WOODS, SECTION 4, PHASE A:

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

WHEREAS, on February 23, 2024, a Ditch Maintenance Petition for Cheshire Woods, Section 4, Phase A (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Cheshire Woods, Section 4, Phase A, 55.4 acres in Berkshire Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$ 95,856.28 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 34 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 2,819.30 per lot. An annual maintenance fee equal to 2% of this basis (\$56.39) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,917.26 has been paid to Delaware County.

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

**17
RESOLUTION NO. 24-223**

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RELEASING CONSTRUCTION BONDS FOR BERLIN FARMS SECTION 1 AND WOODCREST CROSSING SECTION 5:

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

WHEREAS, the roadway construction has been completed for the projects known as Berlin Farms Section 1 and Woodcrest Crossing Section 5 (the “Projects”); and

WHEREAS, as the result of the Engineer’s recent field review of the Projects, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bonds be set at ten percent (10%) of the original construction estimate for the Projects and that the Projects be placed on the required one year maintenance period; and

WHEREAS, M/I Homes (the “Owner”) has provided maintenance bonds in the amount of \$207,100.00 for Berlin Farms Section 1 and \$132,900.00 for Woodcrest Crossing Section 5 as sureties to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends that, in accordance with the Owner’s Agreement, the construction bonds being held as surety for the Projects be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bonds in the amount of \$207,100.00 and \$132,900.00 for the Projects, places the Projects on the required one year maintenance period, and returns the construction bonds being held for the Projects to the Owner.

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

**18
RESOLUTION NO. 24-224**

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
UT2024-0067	LICKING RURAL ELECTRIFICATION	S COUNTY LINE RD	REPLACE LINES
UT2024-0068	FRONTIER	S SECTION LINE RD	ROAD BORE
UT2024-0069	COLUMBIA GAS	INSTALL GAS MAIN	7222 KERFIELD DR

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

**19
RESOLUTION NO. 24-225**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWNCARE, LLC FOR THE 2024-2025 ROADSIDE MOWING (NORTH):

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

Roadside Mowing Contract (North)

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Bid Opening January 9, 2024

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to DR Lawncare, LLC, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and DR Lawncare, LLC for 2024-2025 Roadside Mowing (North);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with DR Lawncare, LLC for 2024-2025 Roadside Mowing (North) as follows:

CONTRACT

THIS AGREEMENT is made this 18th day of March, 2024 by and between DR Lawncare LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2024-2025 Roadside Mowing (North of US36) Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Fifty-Nine Thousand Four Hundred Eight Dollars and Eighty Cents (\$59,408.80), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2024 at Forty-Nine Thousand Four Hundred Eight Dollars and Eighty Cents (\$49,408.80), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

20

RESOLUTION NO. 24-226

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWNCARE, LLC FOR THE 2024-2025 ROADSIDE MOWING (SOUTH):

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

Roadside Mowing Contract (South)
Bid Opening January 9, 2024

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to DR Lawncare, LLC, 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 DR Lawncare, LLC for 2024-2025 Roadside Mowing (South);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with DR Lawncare, LLC for 2024-2025 Roadside Mowing (South) as follows:

CONTRACT

THIS AGREEMENT is made this 18th day of March, 2024 by and between DR Lawncare LLC, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named “2024-2025 Roadside Mowing (South of US36) Contract”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-One Thousand Six Hundred Eighty-Nine Dollars and Forty Cents (\$61,689.40), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2024 at Fifty-One Thousand Six Hundred Eighty-Nine Dollars and Forty Cents (\$51,689.40), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

21

RESOLUTION NO. 24-227

IN THE MATTER OF APPROVING A COOPERATIVE PROJECT AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND UNION COUNTY FOR RESURFACING OF MOORE ROAD AND WATKINS ROAD:

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

WHEREAS, the County Engineer recommends approval of a Cooperation Agreement with Union County for resurfacing of Moore Road and Watkins Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Agreement as follows:

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**COOPERATION AGREEMENT
BY AND BETWEEN
UNION COUNTY
AND
DELAWARE COUNTY
FOR RESURFACING OF MOORE/WATKINS ROAD**

This Agreement is made and entered into this 18th day of March, 2024 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (“Delaware County”), and the Union County Board of Commissioners, 233 West Sixth Street, Marysville, Ohio 43040 (“Union County”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

1. AUTHORITY

- 1.1 Pursuant to sections 9.482 and 307.15 of the Revised Code, a board of county commissioners may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

- 2.1 Delaware County and Union County mutually desire to make improvements to CR 136 (Moore Road)/CR 104 (Watkins Road), including resurfacing of the pavement from US 42 to State Route 257 (the “Project”).
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 Delaware County:

Robert Riley
PE, PS Chief
Deputy
Engineer
1610 State Route 521
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 Union County:

Jeff Stauch,
PE, PS Union
County
Engineer 233
West 6*
Street
Marysville,
Ohio 43040
email: jstauch@unioncountyohio.gov

4 MANAGEMENT OF PROJECT

- 4.1 Delaware County, acting through the Delaware County Engineer, will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Union County Engineer’s office, allowing reasonable opportunity for the Union County Engineer to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:
- | | | |
|-------|------------------------|-----------|
| 5.1.1 | Total Cost of Project: | \$181,700 |
| 5.1.2 | Delaware County Share: | \$143,400 |
| 5.1.3 | Union County Share: | \$ 38,300 |
- 5.2 Union County and Delaware County acknowledge that the estimated costs are based on the Delaware County Engineer’s opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump

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sum contract items shall be apportioned pro rata based upon the amount of work performed within Union County and Delaware County jurisdictions as determined and agreed upon by the Parties.

6 COST PARTICIPATION

6.1 Delaware County shall pay all construction estimates due to the contractor upon completion of the work, including partial estimates.

6.2 Union County shall reimburse Delaware County for all project costs relating to the construction of the Project situated within the Union County limits.

6.3 The Delaware County Engineer shall keep an accurate record of the project costs and submit an invoice to Union County for the Union County share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs or the calculation/allocation thereof of the Union County share.

6.4 Union County shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. Any employees of Delaware County or Union County shall not be entitled to any additional compensation or employment benefits from the other political subdivision and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.

8 EQUIPMENT AND FACILITIES

8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities for work performed by that Party. The third-party contractor retained to complete the Project shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

9.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records. Delaware County, as project manager, shall maintain public records concerning the Project.

10 TERM

10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

12.1 The Parties are both political subdivisions and lack authority to indemnify.

12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

12.3 The Parties are political subdivisions and are entitled to all immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under this Agreement.

13 MISCELLANEOUS TERMS & CONDITIONS

13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter

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hereof. This Agreement shall not be assigned.

- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 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.
- 13.4 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.
- 13.5 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 in full force and effect.

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

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ADMINISTRATOR REPORTS

DCA Huston – Nothing to report

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – Attended a Township meeting on 03/14/24, expressed gratitude that everyone made it home safely after the meeting.

Commissioner Merrell – Attended the Township meeting on 03/14/24, also attended the CORSA meeting on 03/15/24

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell