

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 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. 24-238**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 21st, 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 21st, 2024; and

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

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

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-239**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0327:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0327 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			

PR Number	Vendor Name	Line Description	Account	Amount
R2401802	RESCARE OHIO INC	PLACEMENT CARE	22511607 - 5348	\$ 7,000.00
R2402575	MIKES ROOFING	SEAL COAT ROOF-EMS 7	40111402-5328	\$ 11,500.00
R2402587	BAUMAN ENTERPRISES	COURT ST DEMO & PARKING LOT CHG ORDER #2	42011438-5410	\$ 8,000.00
R2402622	WATERFORD SIGNS INC	EMS STATION SIGNS 2,3,4,5,7,8 & 9	10011303 - 5201	\$ 7,000.00
R2402637	PELTON ENVIRONMENTAL PRODUCTS	ACWRF DIFFUSERS AND O-RING KITS	66211900 - 5228	\$ 13,861.00
R2402645	JP MORGAN CHASE BANK NA	BOND INTEREST PAYMENTS - REFUNDING	50111117 - 5720	\$ 44,750.00
R2402645	JP MORGAN CHASE BANK NA	BOND PRINCIPAL PAYMENT - REFUNDING	50111117 - 5725	\$ 1,485,000.00
R2402646	US BANK	BOND INTEREST PAYMENTS - COURTHOUSE	50111117 - 5720	\$ 1,079,450.00

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R2402646	US BANK	BOND PRINCIPAL PAYMENT - COURTHOUSE	50111117 - 5725	\$ 100,000.00
R2402648	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS - CFOA	50211119 - 5720	\$ 50,550.00
R2402648	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT - CFOA	50211119 - 5725	\$ 830,000.00
R2402649	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720	\$ 680.68
R2402649	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725	\$ 3,322.94
R2402649	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$ 630.32
R2402649	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$ 3,077.06
R2402650	US BANK	BOND INTEREST PAYMENTS - US23	50411121 - 5720	\$ 18,900.00
R2402650	US BANK	BOND PRINCIPAL PAYMENT - US23	50411121 - 5725	\$ 150,000.00
R2402650	US BANK	BOND INTEREST PAYMENTS - SAWMILL PKWY TIF	50811125 - 5720	\$ 17,400.00
R2402650	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL PKWY TIF	50811125 - 5725	\$ 140,000.00
R2402651	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - WINDING CREEK	52511144 - 5720	\$ 1,021.18
R2402651	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - WINDING CREEK	52511144 - 5725	\$ 10,051.00
R2402651	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SCOTT LATERAL	52611145 - 5720	\$ 1,054.32
R2402651	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SCOTT LATERAL	52611145 - 5725	\$ 10,377.00
R2402651	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HAVENS	52711146 - 5720	\$ 1,028.78
R2402651	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HAVENS	52711146 - 5725	\$ 10,126.00
R2402652	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - FANCHER	52811147 - 5720	\$ 1,473.76
R2402652	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - FANCHER	52811147 - 5725	\$ 7,713.00
R2402652	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - RUDER EAST	52911148 - 5720	\$ 869.70
R2402652	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - RUDER EAST	52911148 - 5725	\$ 4,552.00
R2402653	TREASURER, DELAWARE COUNTY	BOND INTEREST PAYMENTS - RUDER WEST	53011149 - 5720	\$ 2,833.68

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R2402653	TREASURER, DELAWARE COUNTY	BOND PRINCIPAL PAYMENT - RUDER WEST	53011149 - 5725	\$ 25,831.00
R2402653	TREASURER, DELAWARE COUNTY	BOND INTEREST PAYMENTS - THOMAS #9	53111150 - 5720	\$ 642.06
R2402653	TREASURER, DELAWARE COUNTY	BOND PRINCIPAL PAYMENT - THOMAS #9	53111150 - 5725	\$ 5,853.00
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND INTEREST PAYMENTS - KINGSTON #2017-1	53211151 - 5720	\$ 6,309.92
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND PRINCIPAL PAYMENT - KINGSTON #2017-1	53211151 - 5725	\$ 10,000.00
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND INTEREST PAYMENTS - KINGSTON #2017-2	53311152 - 5720	\$ 3,556.70
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND PRINCIPAL PAYMENT - KINGSTON #2017-2	53311152 - 5725	\$ 6,000.00
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND INTEREST PAYMENTS - GORSUCH #88	53411153 - 5720	\$ 12,761.06
R2402655	HUNTINGTON PUBLIC CAPITAL CORPORATION	BOND PRINCIPAL PAYMENT - GORSUCH #88	53411153 - 5725	\$ 20,000.00
R2402656	US BANK	BOND INTEREST PAYMENTS - OLENTANGY CROSSING TIF	44411439 - 5720	\$ 11,400.00
R2402656	US BANK	BOND PRINCIPAL PAYMENT - OLENTANGY CROSSING TIF	44411439 - 5725	\$ 90,000.00
R2402658	US BANK	BOND INTEREST PAYMENTS - SAWMILL TAX BOND	58011181 - 5720	\$ 1,279,325.00
R2402658	US BANK	BOND PRINCIPAL PAYMENT - SAWMILL TAX BOND	58011181 - 5725	\$ 1,070,000.00
R2402659	US BANK	BOND INTEREST PAYMENTS - SEWER REVENUE BONDS	66311901 - 5720	\$ 346,237.50
R2402659	US BANK	BOND PRINCIPAL PAYMENT - SEWER REVENUE BONDS	66311901 - 5725	\$ 455,000.00
R2402673	THOMAS SCIENTIFIC HOLDINGS LLC	REPLACEMENT BALANCE	66211900 - 5450	\$ 6,454.50

Vote on Motion

Mr. Benton Absent

Mrs. Lewis Aye

Mr. Merrell Aye

4

RESOLUTION NO. 24-240

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE
PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF
298.398 OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:**

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

WHEREAS, on February 28, 2024, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney-at-Law, agent for the petitioners, requesting annexation of 298.398 acres, more or less, from Trenton Township to the City of Sunbury; and

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WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Trenton;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 298.398 acres, more or less, from Trenton Township to the City of Sunbury.

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

**5
RESOLUTION NO. 24-241**

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 Compliance Coordinator Ben Berger from Emergency Medical Services attend Certified Ambulance Coder Certification online course on April 1 – May 1, 2024; at the cost of \$1,155.00.

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

**6
RESOLUTION NO. 24-242**

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER THE VILLAGE NETWORK:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

WHEREAS, the Director of Job & Family Services recommends approval of an amendment to the contract with the Village Network;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the following contract amendment for Child Care Placement:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
The Village Network**

This Third Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 28th day of March, 2024 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Village Network (hereinafter “Provider”) whose address is 2000 Noble Drive, Wooster, Ohio 44691 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services (“Contract”) on June 5, 2023,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. Appendix I updates the Per Diem Rates for the service period beginning April 1, 2024 through June 30, 2024.

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2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, the Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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

7

RESOLUTION NO. 24-243

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ZIGZAG LAWN CARE FOR LAWN CARE MOWING SERVICES AT VARIOUS COUNTY FACILITIES:

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

WHEREAS, the Director of Facilities recommends approving the services agreement with Zigzag Lawn Care for lawn care mowing services at various County facilities;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the services agreement with Zigzag Lawn Care for lawn care mowing services at various County facilities, as follows:

SERVICES AGREEMENT

This Agreement is made and entered into on March 28, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Zigzag Lawn Care, 1723 Carr Road, Ostrander, OH 43061 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall provide lawn care mowing services at various County facilities (the "Services"). The Services shall include finish mowing and trimming at the designated locations on a weekly schedule from April to November, as needed and subject to adjustment due to weather conditions, and "bush hog" mowing at the designated locations on a monthly basis. Finish mowing requires turf to be precision cut to height of 3-4". All areas are non-irrigated. Services shall also include weedeating edges and curbs as well as blowing areas clean. Power edging sidewalks and driveways minimum once monthly. Turf to be bagged when necessary to maintain a clean and neat appearance. The Jail location includes inside of the security fence, and the Contractor's employees working at the Jail shall submit to a background check by the Jail and be pre-approved to work at the site.

1.2 The Services shall be rendered by the Contractor in accordance with the Contractor's Quote dated October 31, 2023 (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 SERVICES

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

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- 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 \$39,500.00 without subsequent modification of this Agreement 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 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor 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 Director may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested 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.
- 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

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- 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 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,

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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

8

RESOLUTION NO. 24-244

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

**AGREEMENT FOR TITLE
SERVICES**

This Agreement is made and entered into on this 28th day of March, 2024 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, (“Commissioners”), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 (“Contractor”), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”) shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.
- 1.2 The Commissioners enter into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

- 2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten

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herein.

- 2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.
- 2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

- 3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before ___ TBD ____.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

- 4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.
- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.
- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

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ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

ARTICLE VIII: RECORD KEEPING

- 8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.

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- 93 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 94 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 101 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 102 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, 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, national origin, sexual orientation, military status, ancestry, or disability.
- 11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

- 13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.
- 13.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

- 141 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

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142 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.

143 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

151 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

152 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

17.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

1). In case of the
Commissioners to: Delaware
County Commissioners 91
N. Sandusky Street
Delaware, Ohio 43015

2). In case of the
Contractor, to: Title
First Agency, Inc.
999 Polaris Pkwy, Suite 101
Columbus, Ohio 43240

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

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ARTICLE XXII: CONTROLLING LAW

- 22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

- 23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

- 24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

- 25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

- 27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

- 28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

- 29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

Exhibit A

SCOPE OF WORK

- A. **Title Search.** The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:
1. The name, address, and marital status of record holder or holders of title.
 2. The name, address of spouse, if any, a record holder or holders of title.
 3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
 4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
 5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
 6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens,

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workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.

7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
 8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
 9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.
- B. Title Insurance Commitment**
1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.
- C. Escrow Services**
1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
 2. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds as documented in the ODA approved settlement statement (HUD-1).
- D. Closing**
1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre-approval of the Commissioners and ODA.
 2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
 3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
 4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
 5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
 6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
 7. Secure an Owners Policy of title insurance for ODA.

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Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: SHERMAN ROBERT J TRUSTEE

Property Location: 16140 Peerless Rd \$167,462.00

County: Delaware

Township: Porter

Parcel Number(s):	Acres:
51610001033000	75.781
51610001034000	7.95

Title Search: \$ 350

Title Endorsement / CPL \$ 140

Title Commitment: \$ 50

Title Insurance Premium: \$ 943.50

Settlement Fee: includes admin / date access fee \$ 400

TOTAL: \$ 1,883.50

Plus additional Costs as needed:

Title Update and Recording: \$ 75 per update + 375 Recording Est

Copy Costs: \$ 2.00 per page

Courier Fee: \$ 60.

Title Search Due Date: 04/30/2024

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Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: STRATFORD ECOLOGICAL CENTER INC

Property Location: Columbus Pike \$22,880.00

County: Delaware

Township: Delaware

Parcel Number(s): Acres:
41913011052000 11.44

Title Search: \$ 350
Title Endorsement/CR \$ 140
Title Commitment: \$ 50
Title Insurance Premium: \$ 175
Settlement Fee: includes admin | data access fee \$ 400
TOTAL: \$ 1,115

Plus additional Costs as needed:

Title Update and Recording: \$ 75 per update + \$375 Recording EXP
Copy Costs: \$ 2.00 per page
Courier Fee: \$ 100.00

Title Search Due Date: 04/28/2024

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

9
RESOLUTION NO. 24-245

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE EVANS FARM NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-623, establishing the Evans Farm New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board shall make appointments to the Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire June 14, 2024, and the two members occupying those seats wish to be re-appointed; and

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

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint current members of the board of trustees of the Evans Farm New Community Authority;

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

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

Section 2. The Board hereby approves the re-appointments of the following members to the Evans Farm New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Pat Blayney	June 14, 2026
Citizen Member	Seiji Kille	June 14, 2026

Section 3. The re-appointments approved herein shall take effect on June 15, 2024.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Evans Farm Land Development Company, LLC, as the statutory developer for the Evans Farm New Community Authority.

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

**10
RESOLUTION NO. 24-246**

IN THE MATTER OF RESCINDING RESOLUTION NO. 23-1082 AND APPROVING A REVISED AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND BURGESS & NIPLE, INC. FOR SHOOTING RANGE CONCEPT DEVELOPMENT:

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

WHEREAS, on December 14, 2023, the Delaware County Board of Commissioners adopted Resolution No. 23-1082, approving an agreement with Burgess & Niple, Inc., for shooting range concept development; and

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of a revised agreement with Burgess & Niple, Inc., regarding shooting range concept development; and

WHEREAS, all of the Parties to the original terms of the agreement have agreed to revise the agreement to expand the scope of the agreement and revise the compensation terms to reflect the increased scope of services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby rescinds Resolution No. 23-1082 and hereby approves the following revised agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Burgess & Niple, Inc., regarding shooting range concept development:

Burgess & Niple
Mr. David Wiseman, CLEE
Chief Deputy
Professional Services Division
Delaware County S.O.
149 N. Sandusky Street
Delaware, Ohio 43015

January 9, 2024

Re: Proposal No. 22-1157-R (AC-60595)
Shooting Range Concept Development

Dear Mr. Wiseman:

In accordance with our ongoing discussions, Burgess & Niple, Inc. (B&N) is pleased to submit this revised Proposal to the Delaware County Sheriff’s Office (Owner) for development of a concept plan for the potential development of a new shooting range for the Owner's staff. This Proposal has been revised to include

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assistance in identifying and evaluating multiple properties for the potential location of the new shooting range, in addition to the development of the conceptual range design and cost estimate for the range construction at the selected location. It is our understanding that the proposed range is desired to have a 200-yard rifle range; 50-yard pistol range; a tactical pistol range (paved for vehicular access); and a range building for offices, armory, restrooms, and classroom space.

Within the site evaluation phase of this project. B&N will evaluate various properties within Delaware County for potential range development in order to assist in identifying a property that is the preferred location for a shooting range among those evaluated properties and will then be advanced into the conceptual design phase. This evaluation will include a meeting with County representatives in order to establish a criteria for potential site consideration, followed by a screening of properties within the County to identify potential sites that will be evaluated. A listing of potential sites meeting the established criteria for consideration will then be reviewed with the County representatives to select a total of up to 10 sites that will be evaluated in greater detail. Selected sites will then be evaluated on their surface danger zone for potential range locations on the property, land use and zoning of properties surrounding the range, availability of public utilities, current site condition, presence of wetlands or documented archaeological findings from published mapping, and site topography to determine the relative safety concerns or impacts on surrounding properties, permitting requirements, and costs associated with the range construction.

Once the preferred range site is identified, development of the concept plan(s) will be performed. This conceptual design will identify amenities to meet the training needs of the department, potential impacts the range would have on the surrounding properties, parking facility needs, site orientation and access, and permitting requirements. B&N will utilize these items for the development of concept plans for a proposed range for review and input from the department staff. The final recommended range layouts will then be summarized in a brief written letter/report along with an estimated design and construction budget for planning purposes.

THIS IS AN AGREEMENT effective as of ("Effective Date") between Owner and B&N. Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

- New Delaware County Sherriff's Office Gun Range Concept Plan Development (Project).

B&N's Services under this Agreement are generally identified as follows:

1.01 Scope of Services

A. Site Identification/Evaluation

1. Meet once with the Owner's personnel to discuss/review the desired range types, amenities, projected use/capacity, potential criteria for identification of potential private property within the County that could be purchased for the range, and potential County-owned properties to be considered for the range. Criteria for identification of the potential range sites will also be established and an overall project schedule developed during this meeting.
2. From the kick-off meeting discussions, a base concept layout for the range will be developed. This plan will assist in the site evaluations by providing a common layout for evaluating the safety of a proposed site, impacts a range at the site may have on adjacent property owners, space requirements, and utility demands.
3. Using the site identification criteria agreed upon with the County, review properties within Delaware County (both County and privately owned) to locate/identify potential properties for the new range. Review the identified properties during a meeting with County representatives to reduce the list to no more than 10 properties for evaluation as discussed in Tasks 4 and 5.
4. Review available information concerning each of the identified properties, including published topographic mapping through the Ohio Geographically Referenced Information Program (OGRJP), property data from the County auditor's website, wetlands from the National Wetland Inventory Maps, aerial photography of the site and surrounding land uses/zoning, and identification of the utility providers. For the purposes of this Proposal, up to 10 properties will be evaluated.
5. Using the collected information and the base range plan, evaluate the suitability of each site for development of a shooting range. This shall include consideration of the surrounding land uses and orientation of the range at the site in order to determine the following for each range:

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- a. Surface Danger Zone as it relates to neighboring properties.
 - b. Noise and lighting impacts.
 - c. Available space for the range development.
 - d. Relative Development costs between the sites including utility availability, earthwork costs, clearing requirements, roadway access, or other infrastructure at the site to assist with minimizing overall costs to development, etc.
6. Summarize the evaluation of these sites in a brief letter along with a table of the sites considered and their advantages/disadvantages relative to the other sites being considered.
 7. Meet once with the Owner to review the findings of this evaluation and select one site for conceptual design.

B. Conceptual Design

1. For the selected/preferred site, contact the following utility providers in order to confirm service to the site and available capacity:
 - Del-Co Water;
 - Delaware County Sanitary Engineer's office for public sewers;
 - Delaware County Health Department (on-site septic systems);
 - Electric;
 - Natural Gas; and
 - Telecommunications - phone/internet.

Note that this will include a site visit to confirm utility presence and types at the site, existing infrastructure that may be reused as a part of the range development, a preliminary wetland/waters evaluation to identify potential wetland areas that should be avoided in the plan development if possible, and other potential site issues that may impact the site layout and/or development costs.
2. Visit the site once to identify potential wetland areas/features, drainage patterns, neighboring residential or business locations where noise from the range may be a concern, and other pertinent aspects of the property that may impact the selected location for the shooting range.
3. Using the information collected in Tasks A, B.1 and B.2, and the range needs previously discussed with the Owner's staff, identify potential conceptual site layouts/orientation for discussion purposes, including identification of shot fall danger zones for potential likely range orientations.
4. Based on the collected information and the discussions from the initial concept planning meeting, refine the layouts into a proposed site and building floor plan layout. This will include consideration of utility routing, parking lot layout, and range amenities (shooting sheds, baffles, lighting, backstops/side berms, target distances, and Americans with Disabilities Act (ADA) access. The concept plans will be submitted to the Owner for review and comment.
5. Meet with the Owner to review the refined concept plans to discuss questions or comments that may be developed through the plan review.
6. Adjust the concept plans based on the Owner's comments and develop a budgetary cost estimate for design, permitting, and construction of the range under the preferred range development plan as agreed upon with the Owner. Note that the cost estimate will be separated into the different ranges, buildings, and amenities so that the range may be constructed in phases or so that the layout may be easily adjusted to meet any anticipated budgetary constraints.
7. Summarize the findings in a brief written summary along with a listing of anticipated permitting requirements, the concept plans, cost estimates, and a potential schedule for development of the range for review by the Owner. Meet once with the Owner to review the written summary and findings.

Owner and B&N further agree as follows:

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2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within a reasonable time.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Section 3 below.

3.01 Basis of Payment-Lump Sum

- A. Using the Scope of Work outlined in Section 1.0 I and procedures set forth below, Owner shall pay B&N as follows:
 - 1. A Lump Sum amount as follows:

Task	Estimated Fee
A. Site Identification/Evaluation	\$21,000
B. Conceptual Design	\$22,800
Total	\$43,800

- B. The portion of the compensation amount billed monthly for B&N's services will be based upon B&N's estimate of the percentage of the total services actually completed during the billing period.
- C. The maximum compensation owed to B&N by Owner shall be \$43,800, unless subsequently modified by mutual written agreement.
- D. For additional services B&N will negotiate with the Owner a modification to the fee.

3.02 Invoicing

- A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. In addition, B&N may, after giving seven days written notice to Owner, suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. If the account remains delinquent for more than 30 days, B&N shall have the right to cease all services on the Project without notice.

3.03 Tax Clause

If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on B&N's services or compensation under this Agreement, then B&N may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse B&N for the cost of such in voice d new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which B&N is entitled. If Owner is tax-exempt, Owner shall provide certificate of exemption to B&N upon request. B&N shall be responsible for any applicable fees, taxes, or charges if Owner is tax- exempt.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.
 - b. By B&N:
 - 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1. b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent

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such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice .

2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.

B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. R&N shall not at any time supervise, direct, control or have authority over any contractor's work. nor shall B&N have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the laws of the State of Ohio.

D. B&N neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. B&N is not responsible for variations between actual construction bids or costs and B&N's opinions or estimates regarding construction costs.

E. B&N shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except B&N's own employees, agents, consultants, or subcontractors) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by B&N.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by B&N's Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.

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G. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Unless subject to Ohio's Public Records Act, Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants.

H. To the fullest extent permitted by law, Owner and B&N (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that B&N's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by B&N, whichever is greater.

I. Insurance: The insurance maintained by B&N is summarized below:

1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request. Such coverage shall be as follows:

General Liability Coverage: B&N 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.

Automobile Liability Coverage: B&N 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.

Workers' Compensation Coverage: B&N 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.

Professional Liability Insurance: B&N 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.

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 under this Section. B&N shall require all of its subcontractors to provide like endorsements.

Proof of Insurance: Prior to the commencement of any work under this Agreement, B&N, 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. B&N will replace certificates for any insurance expiring prior to completion of work under this Agreement.

J. Indemnification by B&N: B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.

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K. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute may be mediated if both Parties agree to mediate the dispute as evidenced by mutual written agreement. If mediation is pursued and is unsuccessful, then the parties may still exercise their rights at law. This Section does not require a Party to pursue mediation of a dispute prior to exercising a right in contract or at law.

L. The subject headings contained in this Agreement are for 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.

M. 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.

N. 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.

O. B&N certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

P. 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. This Agreement may be executed in Counterparts.

Q. B&N shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. B&N 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 B&N to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/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.

R. B&N 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. B&N 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.

S. B&N 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. B&N certifies it will comply with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

T. Independent Contractor: The Parties acknowledge and agree that B&N 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. B&N also agrees that, as an independent contractor, B&N 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. B&N 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.

7.01 Total Agreement

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A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

11
RESOLUTION NO. 24-247

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR CHESHIRE WOODS SECTION 4, PHASE A AND HOWARD FARMS SECTION 4:

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

WHEREAS, Homewood Corporation has submitted the plats of subdivision for Cheshire Woods Section 4, Phase A and Howard Farms Section 4, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Cheshire Woods Section 4, Phase A and Howard Farms Section 4:

Cheshire Woods Section 4, Phase A:

Situated in State of Ohio, County of Delaware, Township of Berkshire, located in Farm Lots 17,18,19 & 20, Section 3, Township 4, Range 17, United States Military Lands, and containing 55.425 acres of land, more or less, said 55.425 acres being comprised of 12.493 acres out of a 74.221 acre (orig) tract of land deeded to Homewood Corporation, an Ohio corporation, in Official Record 876, Page 1269, and 42.932 acres out of a 74.719 acre (orig) tract of land deeded to Trinity Home Builders, LLC, an Ohio limited liability company, in Official Record 1375, Page 332, being of record in the Recorder’s Office, Delaware County, Ohio. Cost: \$111.00 (*\$3.00 per buildable lot*)

Howard Farms Section 4:

Situated in the State of Ohio, County of Delaware, Township of Berlin, and in Farm Lot 6, Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 7.317 acres of land, more or less, said 7.317 acres being part of that tract of land conveyed to Homewood Corporation by deed of record in Official Record 719, Page 1262, Recorder’s Office, Delaware County, Ohio. Cost: \$51.00 (*\$3.00 per buildable lot*)

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

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ADMINISTRATOR REPORTS

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – Mrs. Lewis was given a tour of the Sheriff’s new Training Center. She was very pleased with the progress and the refurbishing of existing resources. She also attended a policy meeting with DKMM.

Commissioner Merrell – Mr. Merrell will be taking a tour on 03/29/24 of the Training Center. He also attended a Health Department Board meeting and would like to wish everyone a Happy Easter.

14
RESOLUTION NO. 24-248

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Employment and Compensation of a Public Employee or a Public Official and to consider the purchase of property for public purposes.

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

15
RESOLUTION NO. 24-249

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Other Business
RESOLUTION NO. 24-250

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

WHEREAS, the Director of Emergency Medical Services recommends approving an unpaid leave of absence for Corey Lenigar through April 30, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves an unpaid leave of absence for Corey Lenigar through April 30, 2024.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners