

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 15, 2024**

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

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

**1
RESOLUTION NO. 24-293**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 11, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 11, 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 Aye Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-294**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0412, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0412:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0412, memo transfers in batch numbers MTAPR 0412 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2401273) NYAP	Children’s Services	22511607-5348	\$22,500.00
(P2402210) New Mercy	Children’s Services	22511607-5348	\$35,000.00
(P2402098) Del. Co. Treasurer	URF Operations & Maint.	66611900-5415	\$20,095.32

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2402785	BUCKEYE POWER SALES CO INC	SERVICE CONTRACT	10011105 - 5325	\$ 16,000.00
R2402818	DANITE HOLDINGS LTD	BYXBE CAMPUS - OUTDOOR SIGNAGE	42011438 - 5410	\$ 39,800.00
R2402852	PIZZUTI SOLUTIONS LLC	CONSULTING SERVICES - SOCIAL SERVICES BYXBE CAMPUS	42011440 - 5410	\$ 259,200.00
R2402866	TERRACON CONSULTANTS INC	CHANNING STREET FUEL TANK REMOVAL CHANGE ORDER	40111402 - 5403	\$ 23,054.19
R2402888	PNC BANK	SUPPLIES	20411305 - 5200	\$ 4,000.00
R2402888	PNC BANK	PURCHASED SERVICES	20411305 - 5300	\$ 4,000.00
R2402907	COUNTY RISK SHARING AUTHORITY	CLAIM COSTS DOL 10 27 2019	60111901 - 5370	\$ 66,020.65
R2402908	MASTER LIGHTING SERVICE INC	LED LIGHT FIXTURE CONVERSION	66211900 - 5328	\$ 14,602.75

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

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**4
RESOLUTION NO. 24-295**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners’ Office is requesting that Justin Nahvi attend the Ohio Public Finance Officers Annual Conference in Sandusky, Ohio, from June 3rd to June 7th, 2024; at the cost of \$1,554.00.

The Delaware County Commissioners’ Office is requesting that Jason Montgomery attend the Hyland User Conference: Community Live 2024 in National Harbor, Maryland, from September 22nd to September 26th, 2024; at the cost of \$4,570.00.

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

**5
RESOLUTION NO. 24-296**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriations		
44411439-5470	Olent Cross Redev Tax/Non-County Own Infrastructure	75,000.00

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

**6
RESOLUTION NO. 24-297**

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR OAKS AT BIG WALNUT:

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

WHEREAS, the roadway construction has been completed for the project known as Oaks at Big Walnut (the “Project”); and

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

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

WHEREAS, DBR Ross Road, LLC (the “Owner”) has provided a maintenance bond in the amount of \$47,600.00 as surety to cover the one year maintenance period; and

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$47,600.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

**7
RESOLUTION NO. 24-298**

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN DEL-CR 163-4.31 WARRENSBURG RD BRIDGE REHABILITATION- REBID:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-CR 163-4.31 Warrensburg Rd Bridge Rehabilitation- REBID;

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

Section 1. The specifications and estimate for the project known as DEL-CR 163-4.31 Warrensburg Rd Bridge Rehabilitation- REBID are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, May 21, 2024, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR 163-4.31
Warrensburg Rd Bridge Rehabilitation- REBID**

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

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

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

The Owner requires that all work associated with the project be completed before April 1, 2025. The estimated commencement of work date is June 4, 2024.

Please see work restriction dates listed in the proposal notes.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: April 27, 2024, May 4, 2024 & May 11, 2024

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

**8
RESOLUTION NO. 24-299**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR HYATTS PLAZA
SUBDIVISION:**

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

WHEREAS, AAT Properties, Ltd. has submitted the plat of subdivision for Hyatts Plaza Subdivision, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Hyatts Plaza Subdivision:

Hyatts Plaza Subdivision:

Situated in the Township of Berlin, County of Delaware, State of Ohio, and being part of Farm Lot 33, Section 3, Township 4, Range 18, U.S. Military Lands, and being all of the tract as conveyed to AAT Properties, Ltd. as described in Official Record Volume 616, Page 347, well as being all of the tract as conveyed to AAT Properties, Ltd. as described in Official Record Volume 286, Page 353, County Recorder's Office, Delaware, Ohio. Cost: \$3.00 (*\$3.00 per buildable lot*)

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

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9

RESOLUTION NO. 24-300

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN JOHN R. LAWRENCE AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-C.R. 125-1.46, STEITZ ROAD IMPROVEMENT:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with John R. Lawrence for the project known as DEL-C.R. 125-1.46, Steitz Road Improvement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the contract for sale and purchase with John R. Lawrence for the project known as DEL-C.R. 125-1.46, Steitz Road Improvement as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 11th day of April, 2024, John R. Lawrence, unmarried, whose address is 6768 Steitz Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
022-SH
DEL-C.R. 125-1.46, Steitz Road Improvement

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

BACKGROUND INFORMATION:

- A. Following the sale of the Property to Purchaser, pursuant to the terms of this Contract of Sale and Purchase (this "Contract"), Seller will own that certain real property adjacent to the Property and further identified as APN: 319-220-01-062-001 ("Seller's Property").
- B. The personal residence situated on Seller's Property shall be referred to herein as "Seller's Residence."
- C. Seller operates a trucking and transportation business on Seller's Property ("Seller's Business").
- D. Purchaser shall not block, impede, impair or otherwise materially adversely affect Seller's ingress and egress to and from, or access to, Seller's Property, including Seller's Residence and Seller's Business, to any public streets or highways, based on the relative location of the improvements located on or adjacent to the Property as of the date hereof.

NOW, THEREFORE, in consideration of the forgoing Background Information, which constitutes an integral part of this Contract and is fully incorporated by reference with the same force and effect as if set forth amount the following provisions.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of Thirty-One Thousand Two Hundred Fourteen and 0/100 Dollars (\$31,214.00), which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all title, rights, and interest in and to the PROPERTY and Seller's covenants herein.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of Purchaser's acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection prior to the date of transfer, provided those installments are a lien on the PROPERTY at the date of transfer. Any deficiency shall be the responsibility of the SELLER.

- 2. The PURCHASER shall, at no cost to SELLER, remove the existing onsite sewage system in accordance with Delaware Public Health District specifications and connect Seller's Residence to Delaware County Sewer utilizing an approved, licensed, and insured sewer tapper. PURCHASER shall provide said sewer tapper's proof of insurance to PURCHASER prior to causing said sewer tapper to commence such work, which shall be reasonably acceptable to SELLER. The PURCHASER shall assume all removal and installation costs, including payment of the required Sewer Capacity Fee (tap fee). The SELLER shall be responsible for paying Sewer User Fees to the County Sewer District, which are currently billed on a quarterly basis. When weather permits, PURCHASER will seed and straw any disturbed area. This work is done for the sole benefit of the

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SELLER and not as a part of the project for which the PURCHASER is acquiring the PROPERTY. The SELLER hereby authorizes the PURCHASER, and its duly-authorized employees, agents, and contractors, to enter onto the SELLER's property as necessary to complete the additional work described herein. SELLER hereby releases, and holds harmless, the PURCHASER and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the PURCHASER.

3. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days of the date of full execution of this Contract. If the closing does not occur within ninety (90) days of full execution of this Contract, this contract shall be deemed terminated and cease to bind the parties named herein. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
4. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
5. SELLER further agrees to grant to PURCHASER, its heirs, successors and assigns, any an easement for purposes of ingress and egress to and from the PROPERTY over Seller's Property in the form of Exhibit ____, attached hereto and made part hereof.
6. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
7. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
8. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
9. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
10. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
11. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

12. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the

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source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

13. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
14. PURCHASER is purchasing the PROPERTY as-is, where-is, with all faults, defects, and conditions. SELLER makes no representations or warranties with respect to the PROPERTY. PURCHASER has intentionally waived any rights to make inspections with respect to the PROPERTY to make a determination of any faults, defects, or conditions of the PROPERTY and holds Seller harmless with respect to the same, whether or not PURCHASER was aware of such faults, defects, or conditions at the time of closing.
15. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
16. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
17. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
18. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
19. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**10
RESOLUTION NO. 24-301**

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR CLARKSHAW RESERVE:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Clarkshaw Reserve;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Clarkshaw Reserve:

**OWNER’S
AGREEMENT**
PROJECT NUMBER: 24026

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THIS AGREEMENT, executed on this 11th day of April, 2024, between Pulte Homes of Ohio LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Clarkshaw Reserve further identified as Project Number 24026 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Two Thousand Dollars and No Cents (\$42,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

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

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

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all

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material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,389,400.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$139,000.00
INSPECTION FEE DEPOSIT	\$42,000.00

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

**11
RESOLUTION NO. 24-302**

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

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

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

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

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

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

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

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG1403	2014 GMC Sierra 1500	1GTV2TEH4EZ293565
ENG1508	2015 FORD F-150	1FTEX1E88FFB25503
ENG1706	2017 FORD F-150	1FTEX1E8XHFB77539
ENG1328	2013 GMC Sierra 1500	1GTN2TEA2DZ326919
ENG0711	2007 CRONKHITE	47337242571000787
ENG1519	2003 INTERNATIONAL 4300 SBA	3HTMNAAL83N585815

(hereinafter collectively referred to as the "Property");

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

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

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

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

**12
RESOLUTION NO. 24-302**

IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING APRIL 14-20, 2024 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Public Safety Telecommunicator Week; and

WHEREAS, emergencies can occur at any time; and

WHEREAS, public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response; and

WHEREAS, public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, emergency medical and emergency management responders; and

WHEREAS, this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel; and

WHEREAS, the services of public safety telecommunicators is a “silent service” that is seldom observed by the public that deserves recognition; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, enthusiastically supports recognition of all our professional public safety telecommunicators declaring the second full week of April as the National Public Safety Telecommunicator Week in Delaware County, and that all our residents are invited to observe this event.

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

**13
RESOLUTION NO. 24-304**

IN THE MATTER OF APPROVING THE 2024 / 2025 PROGRAM COSTS WITH THE COUNTY RISK SHARING AUTHORITY (CORSA):

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

WHEREAS, the Deputy County Administrator recommends approval of the 2024/2025 program costs with the County Risk Sharing Authority (CORSA);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the County Risk Sharing Authority (CORSA) 2024/2025 program costs;

FURTHER, BE IT RESOLVED that the Board approves the Purchase Order and Voucher to CORSA in the amount of \$492,805.00 from Organizational Key 60111901-5370.

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Invoice
2024/2025 CORSA Program Costs

Invoice R0300-PL2024R-1
Date 3/21/2024
Member Number 0300

Remit To:
County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Bill To: Delaware County Board of Commissioners
91 N. Sandusky St.
Delaware OH 43015

\$492,805.00
Net Due CORSA

Remit To: County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Invoice Number: R0300-PL2024R-1
Invoice Date: 3/21/2024
Member Number: 0300

Payment due within 30 days

Coverage Document Number	Coverage Effective Date	Description	Amount
R0300-PL2024R-1	5/1/2024	2024-25 CORSA Program Costs	\$523,981.00
		Total Member Credits	- \$31,176.00
NET DUE CORSA			\$492,805.00

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County Risk Sharing Authority
Delaware County Board of Commissioners
Program Cost Allocation – May 1, 2024

Property	\$241,088
Auto	\$18,604
General Liability	\$53,056
Public Officials	\$33,123
Law Enforcement Liability - Jail	\$51,847
Law Enforcement Liability – Non Jail	\$91,481
Medical Professional Liability	\$0
Foster Parents Liability	\$3,606
County Home Liability	\$0
Total	\$492,805

\$0 denotes coverage Not Applicable

Basis of Allocation

Property (Total Covered Value)	Example cost and values	Actual 2024 cost and values
A. Total Property Cost	\$52,500	\$241,088
B. Total Property Value	\$102,500,000	\$605,919,271
C. Cost/Value (A/B)	\$0.0005	
D. Dept. Property Value	\$1,000,000	
E. Cost of Dept. Covered Value (CXD)	\$500	
Auto (Total Vehicles not including trailers)		
A. Total Auto Cost	\$33,000	\$18,604
B. Total Number of Vehicles	155	382
C. Cost/Number Vehicles (A/B)	\$213	
D. Dept. Number of Vehicles	17	
E. Cost of Dept. Covered Autos (CxD)	\$3,621	
General Liability Payroll		
A. Total General Liability Cost	\$16,000	\$53,056
B. Total Payroll	\$14,500,000	\$65,228,041
C. Cost/Payroll (A/B)	\$0.0011	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. General Liability (CxD)	\$1,100	
Public Officials Payroll		
A. Total Public Officials Cost	\$25,000	\$33,123
B. Total Payroll	\$14,500,000	\$65,228,041
C. Cost/Payroll (A/B)	\$0.00170	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. Public Officials Liability (CxD)	\$1,700	

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

**14
ADMINISTRATOR REPORTS**

CA Davies, DCA Huston, Attorney Hochstettler – Nothing to report.

**15
COMMISSIONERS' COMMITTEES REPORTS**

Mr. Benton – will be attending the 911 luncheon on 04/18/24. He also attended the Groundbreaking event held last Thursday. He will be attending a Regional Planning Meeting on 04/16/24.

Mrs. Lewis – will be attending the Opioid Foundation Meeting

Mr. Merrell – Attending the Groundbreaking Event as a Guest Speaker. He was please of the attendance and representation.

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16

RESOLUTION NO. 24-305

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISCIPLINE, PROMOTION, DEMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING AND PENDING OR IMMINENT LITIGATION:

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment, Employment, Discipline, Promotion, Demotion and Compensation of a Public Employee or a Public Official and for Collective Bargaining and Pending or Imminent Litigation.

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

17

RESOLUTION NO. 24-306

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners