

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2024**

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

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

**9:45 A.M. Reconvening of Hearing for Consideration of a Petition from the Lake-Of-The-Woods V Homeowners Association Requesting Dedication of Ferndale Place as a Public Right-of-Way**

**1  
RESOLUTION NO. 24-980**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 25, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 25, 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 Absent

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-981**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1127:**

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1127 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2400872) City of Delaware	Land and Buildings	10011105-5338	\$6,000.00
(P2400869) Consolidated Elec	Land and Buildings	10011105-5338	\$15,000.00
(P2400871) AEP	Land and Buildings	10011105-5338	\$45,000.00
(P2401238) PNC Bank	SRF Operations & Maintenance	66211900-5200	\$6,200.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2405370	OFFICE CITY EXPRESS INC	GLASS WALL - HISTORIC COURTHOUSE - 5TH DISTRICT	40111402 - 5228	\$ 12,433.62
R2405386	DELAWARE COUNTY ENGINEER	BULIK OIL	10011106 - 5228	\$ 6,925.35
R2405387	MCGRATH RENTCORP & SUBSIDIARIES	DOG WARDEN REPLACEMENT MODULAR UNIT	42311453 - 5410	\$ 145,677.00
R2405390	TERRACON CONSULTANTS INC	REPOSTING OF SERVICE STATION FUEL TANK REMOVALS	10011102 - 5403	\$ 5,100.00

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

**4  
RESOLUTION NO. 24-982**

**IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PERRY PROTECH, INC. FOR DELAWARE**

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**COUNTY PRINTERS AND PRINTER MAINTENANCE:**

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

WHEREAS, the Director of Finance and the evaluation team, for the proposals submitted for Delaware County Printers and Printer Maintenance, recommend approval of the Services Agreement between the Delaware County Board of Commissioners and Perry ProTech, Inc. for Delaware County Printers and Printer Maintenance;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Services Agreement between the Delaware County Board of Commissioners and Perry ProTech, Inc. for Delaware County Printers and Printer Maintenance, as follows:

**SERVICES AGREEMENT**

**Delaware County Printers and Printer Maintenance**

This Agreement is made and entered into on December 2, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Perry Pro Tech, Inc., 265 Commerce Parkway, Lima, Ohio 45804 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 EQUIPMENT AND SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide printer equipment (the "Equipment") and printer maintenance services (the "Services") for the County.
- 1.2 The Contractor shall provide the Equipment and the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Equipment and the Services shall be more fully defined in and provided by the Contractor in accordance with the following documents attached hereto and, by this reference, incorporated herein as a part of this Agreement:
  - Attached portions of the County's Request for Competitive Sealed Proposals: Printers and Printer Maintenance, issued on August 29, 2024 (the "RFP");
  - Attached portions of the Contractor's Proposal, submitted in response to the RFP on September 30, 2024 (the "Proposal");
  - Attached Department Equipment Schedule (the "Schedule").
- 1.4 The Equipment consists of the printers identified in the Schedule, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all associated software, software license(s), software components and/or professional services in connection with software from software licensor(s) and/or supplier(s). The Contractor shall maintain ownership of the Equipment, except the Contractor may provide Equipment owned by Contractor's supplier(s). The County shall keep the Equipment (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at the locations identified in the Schedule. The County shall not move the Equipment unless the Contractor agrees in writing and shall not sell, transfer, assign, encumber, pledge or sublease the Equipment without Contractor's prior written consent. The Contractor shall have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair.
- 1.5 The County agrees to Contractor obtaining meter readings on the Equipment remotely, but the County may provide periodic meter readings on the Equipment, which readings may be submitted through the web at [www.perryprotech.com](http://www.perryprotech.com) or by fax at 419.224.8128.

**2 AGREEMENT ADMINISTRATION**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 COMPENSATION**

- 4.1 Compensation for the Equipment and the Services provided under this Agreement shall be in accordance with the Contractor's Proposal at the all-inclusive cost-per-print pricing: \$0.035 (color) and \$0.012 (b/w).

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- 4.2 The compensation set forth in Section 4.1 shall remain fixed for the initial term of thirty-six (36) months and the renewal term of an additional twelve (12) months, if the County exercises the option to renew.
- 4.3 The compensation set forth in Section 4.1 shall constitute full, all-inclusive compensation for all the Services, including, without limitation, direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

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

**County:**

Tracie Davies  
County Administrator  
91 North  
Sandusky Street  
Delaware, OH  
43015  
740.833.2100  
tdavies@co.delaware.oh.us

**Contractor:**

Evan Meckstroth  
265 Commerce Parkway  
Lima, OH 45804  
419.228.1360  
emeckstroth@perryprotech.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor to the Administrator for review and approval. A single invoice shall be submitted, except for those departments designated in the RFP to receive a separate invoice.
- 6.2 Invoices shall be submitted by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Administrator may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 COMMENCEMENT; TERM; OPTION TO RENEW**

- 7.1 The Contractor shall commence provision of the Equipment and the Services immediately after approval of this Agreement by both Parties and in accordance with the Administrator's orders.
- 7.2 This Agreement shall have an initial term of thirty-six (36) months (the "Initial Term").
- 7.3 Upon expiration of the Initial Term, the County may, at its sole option, renew this Agreement for an additional one (1) year term (the "Renewal Term"), on the same terms and conditions.

**8 INDEMNIFICATION; LIABILITY; WARRANTIES**

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.

- 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 8.2 Neither County nor Contractor shall be liable for any consequential, indirect, or incidental damages for any default, act, or omission arising hereunder.

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- 8.3 **WARRANTY DISCLAIMER:** THE CONTRACTOR IS PROVIDING THE EQUIPMENT TO THE COUNTY "AS-IS," SUBJECT ONLY TO THE MAINTENANCE, REPAIR, AND REPLACEMENT OBLIGATIONS STATED IN THE RFP AND PROPOSAL. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKES NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT AND ANY ASSOCIATED SOFTWARE. IN ADDITION TO THE OBLIGATIONS STATED IN THIS PARAGRAPH, THE CONTRACTOR SHALL ASSIGN ANY MANUFACTURER'S WARRANTY FOR THE EQUIPMENT TO COUNTY.

**9 CONTRACTOR'S INSURANCE OBLIGATIONS**

- 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 COUNTY'S INSURANCE OBLIGATIONS**

- 10.1 The County shall keep the Equipment fully insured against all risk, with Contractor named as the loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated.
- 10.2 The County will provide written notice to the County within thirty (30) days of any modification or cancellation of County's insurance policy and shall provide Contractor certificates or other evidence of insurance acceptable to us.
- 10.3 The County shall promptly notify Contractor in writing of any loss the Equipment suffers. Any proceeds of insurance covering the Equipment will be paid to Contractor.

**11 MISCELLANEOUS TERMS AND CONDITIONS**

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio. In the event of a dispute, the Parties shall each bear their own attorney's fees and expenses without the right of recovery or contribution by the other party.

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- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Electronic Execution: The Parties agree that: (i) this Agreement and any related documents hereto may be authenticated and executed by electronic means; and (ii) the “original” of this Agreement shall be a copy that bears the manual, facsimile, scanned or electronic signature of both Parties. It shall not be a defense to the enforcement of this Agreement or any related documents that the Agreement was executed or authenticated by electronic or digital means or that facsimile or other electronic means were used to transmit the documents or any signature on such documents.
- 11.6 Assignment: Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.
- 11.7 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.8 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.9 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.10 Representations of Parties: 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. The County hereby represents and warrants that: (i) it is duly authorized under the Constitution and laws of the State of Ohio and by a duly-adopted resolution to execute and deliver this Agreement and to carry out the obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including solicitation of competitive sealed proposals, in order to ensure the enforceability of this Agreement; and (iii) this Agreement is in compliance with all laws applicable to the County.
- 11.11 Appropriation of Funds: As evidenced by the Auditor’s Certificate attached hereto, the County has funds available to meet its financial obligations under this Agreement until the end of the County’s current appropriation period and intends to request funds to meet such obligations in each appropriation period, from now until the end of the term of this Agreement. If either sufficient funds are not appropriated to make payments or any other amounts due under this Agreement, this Agreement shall terminate and the County shall not be obligated to make payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, the County shall, no later than the end of the fiscal year for which payments have been appropriated, surrender possession of the Equipment to the Contractor. The County shall notify the Contractor in writing within ten (10) business days after failure to appropriate sufficient funds.
- 11.12 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.
- 11.13 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

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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.

- 11.14 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination/ Equal Opportunity and will not discriminate.

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

**5  
RESOLUTION NO. 24-983**

**IN THE MATTER OF RANKING, FOR THE BEST VALUE, THE THREE MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR THE DELAWARE COUNTY SOCIAL SERVICES ADMINISTRATION FACILITY:**

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

WHEREAS, the Delaware County Board of Commissioners selected Gilbane Building Company, Elford, Inc., and Ruscilli Construction Co., LLC as the three most qualified construction managers at risk for the Delaware County Social Services Administration Facility, and received pricing proposals from each; and

WHEREAS, section 9.334(E) of the Ohio Revised Code requires after evaluating the pricing proposals, the public authority shall rank the selected construction managers at risk based on its evaluation of the value of each pricing proposal, with such evaluation considering the proposed cost and qualifications; and

WHEREAS, the review committee evaluated the pricing proposals, qualifications, and the scope and nature of the proposed services and potential technical approaches, and recommends the top three most qualified firms be ranked for the best value as follows: 1 Gilbane Building Company; 2 Elford, Inc.; and 3 Ruscilli Construction Co., LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby ranks the three most qualified construction managers at risk for the best value for the Delaware County County Social Services Administration Facility as follows: 1 Gilbane Building Company; 2 Elford, Inc.; and 3 Ruscilli Construction Co., LLC, and the Board hereby authorizes and directs the Director of Facilities to proceed with the contract negotiations as set forth in section 9.334(F) and (G) of the Revised Code.

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

**6  
RESOLUTION NO. 24-985**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE SHERIFF'S OFFICE:**

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

<b>Supplemental Appropriation</b>		
10031337-5450	Sheriff Local Funds/Machinery & Equip > \$5,000	6,500.00

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

**7  
RESOLUTION NO. 24-984**

**IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE SHERIFF'S OFFICE**

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

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WHEREAS, the Sheriff’s Office has received a cash donation toward the purchase of a new K-9; and

WHEREAS, this gift was received from David Pemberton in the amount of \$5,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept this donation and offer thanks to Mr. Pemberton for his generous support of the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts this donation of \$5,000.00 to the Delaware County Sheriff’s Office and thanks David Pemberton for his thoughtful generosity and commitment to Delaware County.

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

**8  
RESOLUTION NO. 24-986**

**IN THE MATTER OF APPROVING TRANSFERS OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:**

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

<b>Transfer of Appropriation</b>		
<b>From:</b>	<b>To:</b>	
10031322-5001	10031322-5101	\$20,000.00
Sheriff SRO Compensation	Sheriff SRO Health Insurance	
10031356-5101	10031356-5004	\$20,000.00
Sheriff Training Academy Health Insurance	Sheriff Training Academy Overtime	
10031303-5101	10031301-5338	\$100,000.00
Sheriff Jail Health Insurance	Sheriff Deputies Utilities	
10031303-5342	10031303-5260	\$20,000.00
Sheriff Jail Medical & Health Related Services	Sheriff Jail Inventory Tool, Equip, Furn 1000-4999	

This is to adjust the budget to provide funding for remaining expenses for 2024

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

**9  
RESOLUTION NO. 24-987**

**IN THE MATTER OF ESTABLISHING FEES FOR THE DELAWARE COUNTY DOG SHELTER PROVIDING THE SERVICES REQUIRED UNDER SECTIONS 955.12, 955.15, AND 955.16 OF THE REVISED CODE:**

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

WHEREAS, pursuant to section 955.17 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) authorized the county to perform a cost-analysis study to determine the costs to the county of providing the services required under sections 955.12, 955.15, and 955.16 of the Revised Code; and

WHEREAS, the cost-analysis study determined that the associated direct and indirect costs of providing the required services of the Delaware County Dog Shelter warrant revisions to the current fees; and

WHEREAS, on August 29, 2024, the Board held a public hearing, pursuant to section 955.17(C) of the Revised Code, to review the costs associated with the Delaware County Dog Shelter and to consider any proposed fees that are suggested by the conclusions of the study; and

WHEREAS, the Delaware County Dog Warden recommends updating the current fees in accordance with the cost-analysis study;

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

Section 1. The Board hereby establishes the following fee schedule for the services the Delaware County Dog Warden is required to provide under sections 955.12, 955.15, and 955.16 of the Revised Code, and other miscellaneous services:

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<b>Dog Shelter Service</b>	<b>Fee for Service</b>
Owner Surrender	\$36.00
Board and Impound (Day 1)	\$36.00
Feed and Board (Per Day)	\$24.00
Adoption (License Fee and Adoption Fee)	\$25.00
Humane Euthanasia (plus license fee, if applicable)	\$24.00

Section 2. The fee schedule established herein shall be effective January 1, 2025. The Clerk of the Board is hereby directed to certify copies of this Resolution to the Delaware County Auditor and the Delaware County Dog Warden.

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

**10  
RESOLUTION NO. 24-988**

**IN THE MATTER OF APPROVING GROUP LIFE INSURANCE, AND VOLUNTARY BENEFITS PLANS WITH VOYA INSURANCE, COLONIAL INSURANCE AND AMERIFLEX FOR ELIGIBLE COUNTY EMPLOYEES FOR THE 2025 BENEFITS PLAN YEAR:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to section 305.171 of the Revised Code, provided certain group insurance policies and other qualified benefits for county officers and employees; and

WHEREAS, the Board wishes to continue to provide group life insurance, voluntary supplemental insurance benefits, and flexible spending accounts in 2025; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group insurance policies and other qualified benefits; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to provide a group term life insurance policy providing a one-time benefit amount equal to the full time employee’s annual salary up to a maximum benefit amount of \$125,000, through Voya Financial; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to offer eligible employees the ability to purchase additional portable and convertible voluntary plans for life insurance, short term disability (employee only), accident, critical illness, and a hospital confinement indemnity for themselves and eligible dependents, through Voya Financial; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to offer voluntary whole life insurance, cancer, critical illness, accident insurance, and short-term disability benefits through Colonial Insurance for eligible employees and their dependents; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends continuing to provide a Flexible Spending Account and a Dependent Care Account through Ameriflex for eligible employees, with healthcare FSA contributions up to \$3,300, and carryover of up to \$640, and DCA contributions up to \$5,000;

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

Section 1. The Board hereby approves continuing the group and voluntary insurance plans through Voya Financial and Colonial Insurance for calendar year 2025, approves continuing Flexible Spending Accounts and Dependent Care Accounts with Ameriflex for calendar year 2025, and authorizes the County Administrator to approve and execute the flexible spending account plans.

Section 2. The Board hereby authorizes the County Administrator to take all actions and cause execution of any necessary documents in furtherance of the approvals in this Resolution.

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

**11  
RESOLUTION NO. 24-989**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, SETTING THE BID DATE AND TIME FOR 2025 MATERIALS AND SERVICES FOR THE DELAWARE COUNTY ENGINEER:**

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



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WHEREAS, the Delaware County Engineer recommends and approves the bid specifications and the bid opening date and time for the following materials and services: 2025 Curb and Sidewalk Construction; 2025 Guardrail installation; 2025 Pavement Markings; 2025 Tree Clearing; 2025 Drainage Maintenance; 2025 Asphalt Materials; and

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners approves the bid specifications and bid opening date and time for the following materials and services: 2025 Curb and Sidewalk Construction; 2025 Guardrail installation; 2025 Pavement Markings; 2025 Tree Clearing; 2025 Drainage Maintenance; 2025 Asphalt Materials, and authorizes the County Engineer to solicit bids in accordance with the following Public Notices:

**2025 Curb and Sidewalk Construction:**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 7, 2025, at which time they will be publicly received and read aloud, for the project known as

**2025 Curb and Sidewalk Construction Annual Contract**

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

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

The prices of this contract shall be in effect from January 20, 2025 to December 31, 2025. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 the County. The Board reserves the right to reject any or all bids.

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**2025 Guardrail Installation:**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 7, 2025, at which time they will be publicly opened and read aloud, for the project known as

**2025 Guardrail Installation Annual Contract**

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

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

The prices of this contract shall be in effect from January 20, 2025, to December 31, 2025. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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.

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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 the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: December 14, 2024

**2025 Pavement Markings Bid:**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 7, 2025, at which time they will be publicly received and read aloud, for the project known as

**2025 Pavement Markings Annual Contract**

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

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

The prices of this contract shall be in effect from January 20, 2025 to December 31, 2025. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: December 14, 2024

**2025 Tree Clearing Bid:**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, January 7, 2025, at which time they will be publicly received and read aloud, for the project known as:

**2025 Tree Clearing Annual Contract**

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

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

The prices of this contract shall be in effect from January 20, 2025 to December 31, 2025. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: December 14, 2024

**2025 Drainage Maintenance Annual Contract:**

**Public Notice  
Advertisement for Bids**

Bid shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on

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Tuesday, January 7, 2025, at which time they will be publicly received and read aloud, for the project known as

**2025 Drainage Maintenance Annual Contract**

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

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

The prices of this contract shall be in effect from January 20, 2025, to December 31, 2025. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing with the Delaware Soil and Water Conservation District.

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 the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: December 14, 2024

**2025 Asphalt Materials:**

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, March 18, 2025, at which time they will be publicly received and read aloud, for the project known as:

**2025 Asphalt Materials Supply Contract**

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

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

The Owner requires that all work associated with the project be completed before December 31, 2025. The estimated commencement of work date is April 1, 2025.

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: March 1, 2025

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

**12  
RESOLUTION NO. 24-990**

**IN THE MATTER OF ESTABLISHING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR LIBERTY GRAND DISTRICT SECTION 10 AND LIBERTY GRAND DISTRICT SECTION 11:**

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

WHEREAS, the roadway construction has been completed for the projects known as Liberty Grand District Section 10 and Liberty Grand District Section 11(the "Projects"); and

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

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

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WHEREAS, M/I homes of Central Ohio (the “Owner”) has provided a maintenance bond in the amount of \$62,800.00 for Liberty Grand District Section 10 and \$69,900.00 for Liberty Grand District Section 11 to secure the one-year maintenance period obligation; and

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bonds in the amounts of \$62,800.00 and \$69,900.00 for the Projects, places the Projects on the required one-year maintenance period, and returns the construction bonds being held for the Projects to the Owner.

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

**13  
RESOLUTION NO. 24-991**

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

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

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

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

UT2024-0234	AEP	WILSON RD	ROAD BORE
UT2024-0235	SPECTRUM	LIBERTY RD	ROAD BORE
UT2024-0236	CINCINNATI BELL	SAWMILL PKWY	ROAD BORE
UT2024-0237	US SIGNAL CO	BUNTY STATION RD	DUCTS
UT2024-0238	AEP	HORSESHOE & LEONARDSBURG RD	REPLACE POLES
UT2024-0239	AEP	HILLS MILLER RD	REPLACE POLES

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

**14  
RESOLUTION NO. 24-992**

**IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

It was moved by Mr. Benton, and seconded by Mr. Merrell, to approve, and authorizes the County Administrator to execute, the following agreement:

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

This INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Agreement*”), is made and entered into on December 2, 2024, by and between the DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (“*DCBDD*”), and the DELAWARE COUNTY BOARD OF COMMISSIONERS (the “*County*”), under the circumstances summarized in the following recitals. DCBDD and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

**RECITALS:**

WHEREAS, DCBDD currently owns certain real property located at 7991 Columbus Pike, Lewis Center, Ohio 43035, consisting of a ±73,700 square feet condominium unit and an appurtenant 70.64% undivided interest in the common elements and limited common elements of the Orange Corporate Center Commercial Condominium (the “*Condominium*”), including paved parking areas, driveways, and other site improvements (which real property is collectively referred to herein as the “*DCBDD Property*” and is depicted on **EXHIBIT A** attached hereto and incorporated herein by reference); and

WHEREAS, the County acquired the DCBDD Property, for and on behalf of DCBDD and with DCBDD funds, on April 24, 2009, and immediately granted the DCBDD Property to DCBDD, pursuant to R.C. 307.10(B); and

WHEREAS, on or about February 15, 2020, DCBDD and the County entered into a Memorandum of Understanding for Facility Relocation (the “*MOU*”), addressing the Parties’ understanding of various terms regarding the anticipated development of a social services office building at the County’s Byxbe Campus on State

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Route 521, Delaware, Ohio, 43015 (the “*New Social Services Building*”), which, when constructed, would include an office for DCBDD, among other agencies; and

WHEREAS, although there have been delays in the development of the New Social Services Building, the County has taken affirmative steps to further the development and indicated to DCBDD that it is still its intention to proceed with the New Social Services Building; and

WHEREAS, circumstances have arisen that require DCBDD to relocate its office, and the County and DCBDD are working on relocating DCBDD to the County-owned property located at 149 North Sandusky Street, Delaware, Ohio, 43015 (the “*Wolf Building*”) by the end of November 2024; and

WHEREAS, with the anticipated relocation of DCBDD to the Wolf Building and the continued development of the New Social Services Building, the Parties mutually desire to enter into a binding agreement as contemplated in the MOU;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree and bind themselves as follows:

Section 1. DCBDD Relocation to the Wolf Building. The County shall provide temporary office space in the Wolf Building for DCBDD’s operations, with relocation from the DCBDD Property to the Wolf Building anticipated to be complete by November 30, 2024. The Parties agree to cooperate to accomplish the relocation as expeditiously as possible and to bear the following responsibilities:

(a) DCBDD Responsibilities. DCBDD shall be responsible for providing and paying all costs for (i) evaluating and redesigning the layout of offices and workspaces; (ii) professional cleaning prior to move-in, including cleaning of the HVAC system; (iii) following move-in, regular, daily cleaning services provided by The Alpha Group; and (iv) moving services. DCBDD shall also pay to the County the lump sum of One Hundred Thousand Dollars (\$100,000), payable within fifteen (15) days after the effective date of this Agreement, to be applied exclusively to the costs the County incurs to renovate the Wolf Building for DCBDD’s purposes. This payment shall be made by memo transfer from DCBDD Org Key 29519000 to County Org key 10011102-4720.

(b) County Responsibilities. The County shall complete and pay the costs of all other mutually agreeable renovations to the Wolf Building necessary to provide DCBDD with a suitable facility for its operations serving the community, subject only to DCBDD’s contributions required in Section 1(a).

(c) Insurance. The County shall maintain property and casualty insurance on the Wolf Building, without contribution from DCBDD. Each Party shall maintain, for the duration of DCBDD’s occupancy of the Wolf Building, self-insurance and/or general liability insurance policies with limits not less than those in effect as of the Effective Date of this Agreement. Any general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio, and any program of self-insurance shall be in accordance with applicable provisions of Ohio law. A Party shall provide written notice at least thirty (30) days prior to any change to or cancellation of liability insurance required under this Section 1(c) and shall provide proof of continuation of coverage upon request. DCBDD shall be named as an additional insured in the County’s self-insurance program and/or general liability insurance policies, and the County shall be named as an additional insured in DCBDD’s self-insurance program and/or general liability insurance policies.

(d) DCBDD Contractors. DCBDD shall require that any contractor or subcontractor performing work on County-owned property 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 or subcontractor, or their employees, agents, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

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Section 2. Transfer of DCBDD Property. On or before December 15, 2024, DCBDD shall dispose of the DCBDD Property, pursuant to R.C. 5126.05(F), by transferring the DCBDD Property by quitclaim deed at no cost to the County, and for consideration, including but not limited to, the credit in favor of DCBDD in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) toward the cost of construction of DCBDD's exclusive portion of the New Social Services Building, as described in Section 3(b). Upon transfer, the County shall have sole discretion in determining how the DCBDD Property shall be used or redeveloped, in accordance with applicable law, regulations, and covenants. At its cost, the County shall prepare and record the quitclaim deed and any other documents necessary to effect the transfer as provided herein.

(a) County Assumption of Responsibilities. Upon transfer of the DCBDD Property, the County shall assume all responsibilities for the care, maintenance, upkeep, insurance, and other duties of ownership of the DCBDD Property including, but not limited to, those responsibilities in connection with its membership in the Orange Corporate Center Commercial Condominiums Unit Owners' Association, Inc. (the "Association"), without contribution from DCBDD. As soon as reasonably practicable, but no later than December 31, 2024, the County shall take all actions necessary to assume the roles and responsibilities as the owner of the DCBDD Property and member of the Association. This may include, but not be limited to, updating insurance and banking information; updating contact information with current Association service providers; appointing or electing members of the board of directors of the Association; and updating the Association's Beneficial Owner Information Report, if applicable.

(b) Release. Immediately upon the transfer of the DCBDD Property to the County, DCBDD shall be released from any and all obligations in connection with the DCBDD Property, Condominium property, and the Association, and DCBDD shall have no further responsibility or obligation for or with respect to the DCBDD Property, Condominium property, or the Association. This release shall survive the transfer of the DCBDD Property and the termination of this Agreement.

Section 3. New Social Services Building. In consideration of DCBDD transferring the DCBDD Property to the County, the Parties agree to the following conditions with respect to the New Social Services Building:

(a) Planning and Design. The County shall coordinate with DCBDD in the planning and design of the New Social Services Building, specifically, the portion assigned to DCBDD, in order to accommodate DCBDD's operational requirements. Notwithstanding the foregoing, the County shall have sole discretion in determining the overall budget for the project and approving the final design.

(b) Construction. The County shall be solely responsible for the construction of the New Social Services Building and shall solely bear the complete cost thereof, except as otherwise provided in this Section 3(b) and Section 3(d) of the Agreement. In the event the cost of construction for the portion of the New Social Services Building dedicated exclusively to DCBDD exceeds Six Million Five Hundred Thousand Dollars (\$6,500,000), then DCBDD shall contribute an amount not to exceed One Million Dollars (\$1,000,000) from DCBDD capital improvement funds to pay the additional cost of construction of the portion dedicated to DCBDD. In the event the additional cost of construction exceeds the amount DCBDD is required to contribute, then the County shall be responsible for the remaining cost of construction. Notwithstanding any other provision of this Section 3(b), DCBDD shall be solely responsible for the cost of furniture, fixtures, and equipment in the portion of the New Social Services Building dedicated exclusively to DCBDD.

(c) Schedule. The Parties mutually acknowledge that the New Social Services Building is currently in development, and a construction schedule is not yet determined. The Parties mutually agree to exercise good faith efforts to complete the planning and design phase and commence and complete construction within the current project schedule set forth in **EXHIBIT B** attached hereto and incorporated herein by reference

(d) Operation and Maintenance. Upon completion of construction of the New Social Services Building, DCBDD shall pay all costs associated with moving and relocating its operations from the Wolf Building to the New Social Services Building, assume all future costs for utilities, and maintain or obtain appropriate funds for any future improvements and/or expansion.

(e) Project Cancellation. The Parties mutually acknowledge and agree that the Wolf Building is not a suitable location for permanent DCBDD operations. Therefore, in the event the New Social Services Building does not commence construction by January 1, 2027, or is otherwise canceled as a project at any time, the County shall be responsible for providing permanent office space for DCBDD that the Parties mutually determine is of sufficient size and condition to be a suitable facility for DCBDD's operations serving the community. The Parties' respective financial contributions toward the permanent office space shall be the same as set forth in Section 3(b) of this Agreement with respect to the New Social Services Building.

Section 4. Miscellaneous.

(a) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

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(c) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(d) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto, which shall be the date this Agreement is fully executed by all Parties.

(e) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of DCBDD or the County other than in his or her official capacity, and neither the members of DCBDD or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of DCBDD and the County contained in this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between DCBDD, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall DCBDD or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(l) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- |      |                |  |
|------|----------------|--|
| (i)  | DCBDD at:      | 149 North Sandusky Street<br>Delaware, Ohio 43015<br>Attention: Superintendent                         |
| (ii) | the County at: | Delaware County<br>91 North Sandusky Street<br>Delaware, Ohio 43015<br>Attention: County Administrator |

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The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(m) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(n) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(o) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(p) Survival. All provisions of this Agreement shall survive the execution, delivery, and termination of this Agreement, and the transfer of the DCBDD Property, and shall not be deemed to have merged into any of the documents executed or delivered at or in connection with such transfer.

(q) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

**15  
9:45A.M. RECONVENING OF HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS V HOMEOWNERS ASSOCIATION REQUESTING DEDICATION OF FERNDAL PLACE AS A PUBLIC RIGHT-OF-WAY**

The Board of Commissioners reconvened the hearing at 9:48 A.M.

The Board of Commissioners closed the hearing at 9:55 A.M.

**16  
RESOLUTION NO. 24-993**

**IN THE MATTER OF GRANTING THE PETITION FROM THE LAKE-OF-THE-WOODS V HOMEOWNERS ASSOCIATION REQUESTING DEDICATION OF FERNDAL PLACE AS A PUBLIC RIGHT-OF-WAY:**

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

WHEREAS, on May 17, 2024, the Delaware County Board of Commissioners (the “Board”) received a petition filed by the Lake-Of-The-Woods V Homeowners Association (“LOWVHOA”), pursuant to section 5553.04 of the Revised Code, requesting the Board adopt a resolution dedicating a 1.742-acre private road owned exclusively by LOWVHOA, known as Ferndale Place, as a public right-of-way, in Genoa Township, Delaware County, Ohio (the “Petition”); and

WHEREAS, the Board conducted a view of the proposed improvement through the use of video technology, on August 29, 2024, at 9:45A.M.; and

WHEREAS, after publication of notice thereof in accordance with applicable law, the Board on October 21, 2024, opened and continued the hearing on the proposed dedication to December 2, 2024, at the Office of the Board, 91 North Sandusky Street Delaware, Ohio; and

WHEREAS, at the reconvening of the final hearing on the Petition, the Board heard the report of the Delaware County Engineer and testimony for and against the improvement;

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

Section 1. The Board hereby finds and determines that the dedication of a 1.742-acre private road, known as Ferndale Place, as described in Exhibit A attached hereto, and establishment of the same as a public road would



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serve the public convenience and welfare. Accordingly, the Board hereby grants the Petition.

Section 2. The Board hereby declares that the improvement so dedicated constitutes a public road without the need for any further proceedings, and the public road hereby established shall be designated as a township road, with such number and conditions as follows:

- Ferndale Place, to be known as Township Road Number 1901
- 25 mile per hour speed limit for Township Road Number 1901, Ferndale Place
- Stop condition on Township Road Number 1901, Ferndale Place, at its intersection with Duncan’s Glen Drive (Township Road Number 1786)

Section 3. The Clerk shall prepare a full record of the proceedings, including this Resolution, the survey, plat, and accurate and detailed description of the improvement, to be entered forthwith in the proper road records of the county by the Delaware County Engineer. The Board hereby directs the Clerk of the Board to also certify a copy of the full record of the proceedings to the Delaware County Recorder.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 5. This Resolution shall take effect immediately upon adoption.

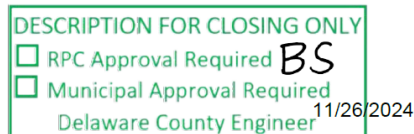
Exhibit A

Legal Description

Situated in the Township of Genoa, County of Delaware and State of Ohio, being all of the 1.742 acre tract of land that is designated as “Private Drive” and denoted as Ferndale Place, as the same is shown on the plat of Lake of the Woods No. 5 filed in Plat Book 22, Page 31, Recorder’s Office Delaware County, Ohio.

Being part of tax parcel number 31744102019000

Premises commonly known as:  
V/L PPN 317-441-02-019-000 Ferndale Place  
Westerville, OH 43082



Permanent Parcel No(s):  
317-441-02-019-000

End of Legal Description A

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

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ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – He will be attending the Delco Water ribbon cutting ceremony for new solar panels today. He will also be attending the Art’s Park groundbreaking event today and the CCAO Conference that begins on Wednesday.

Commissioner Benton – He will be attending the CCAO Board meeting and Conference starting on Wednesday.

There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners