

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2025**

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

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

1:30 P.M. Viewing for Consideration of the Drainage Improvement Petition for the Nelson #131 Watershed

1
RESOLUTION NO. 25-11

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 9, 2025:

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 January 9, 2025; 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. 25-12

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0110:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0110, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2500062	PNC BANK	MATERIALS & SUPPLIES	20411305 - 5200	\$ 5,000.00
R2500062	PNC BANK	SERVICE & CHARGES	20411305 - 5300	\$ 5,000.00
R2500070	REPUBLIC WASTE SERVICES INC	TRASH SERVICE	20411305 - 5338	\$ 6,000.00
R2500103	PNC BANK	BWC WORKERS' COMP PREMIUM	61311923 - 5300	\$ 52,000.00
R2500107	SEDGWICK CLAIMS MANAGEMENT	WORKERS' COMP TPA SERVICE FEE	61311923 - 5301	\$ 36,000.00
R2500108	COMPANAGEMENT INC	WORKERS' COMP CLAIMS COST	61311923 - 5370	\$ 300,000.00
R2500110	FISHEL DOWNEY ALBRECHT &	WORKERS' COMP LEGAL SERVICES	61311923 - 5361	\$ 20,000.00
R2500115	SPEER MECHANICAL INC	2024 JAIL LEAK REPAIR	60111901 - 5370	\$ 6,000.00
R2500143	PNC BANK	HR SUPPLIES	10011108 - 5200	\$ 5,000.00
R2500143	PNC BANK	HR TRAINING MEMBERSHIPS	10011108 - 5300	\$ 7,500.00
R2500318	GOVERNMENTJOBS COM INC	HR MANAGEMENT SUITE SOFTWARE	10011108 - 5320	\$ 100,502.00
R2500803	VARIOUS JFS CCMEP	WIOA CCMEP VARIOUS SRV	22311611 - 5348	\$ 20,000.00
R2500803	VARIOUS JFS CCMEP	TANF CCMEP VARIOUS SRV	22411603 - 5348	\$ 10,000.00
R2500805	VARIOUS JFS WIA	VARIOUS WIOA OJT	22311611 - 5348	\$ 100,000.00
R2500806	VARIOUS JFS EMPLOYEE REIMB	VARIOUS EMPLOYEE REIMBURSEMENTS-MILEAGE	22411605 - 5309	\$ 15,000.00
R2500806	VARIOUS JFS	EMPLOYEE PARKING	22411605 - 5310	\$ 2,500.00

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	EMPLOYEE REIMB			
R2500806	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE FUEL	22411605 - 5228	\$ 200.00
R2500813	EMT TRANSPORTATION	NET TRANSPORTATION	22411601 - 5348	\$ 30,000.00
R2500815	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$ 100,000.00
R2500819	VARIOUS JFS PRC	PRC ASSISTANCE FUNDS	22411602 - 5348	\$ 50,000.00
R2500825	STAPLES BUSINESS ADVANTAGE	SUPPLIES	22411605 - 5201	\$ 6,000.00
R2500827	CHILDRENS HOSPITAL MEDICAL CENTER	MSY PLACEMENT	70161605 - 5342	\$ 19,255.00
R2500832	HOME REMEDY LLC	MSY PLACEMENT EB	70161605 - 5342	\$ 15,756.00
R2500835	CBTS LLC	VOIP PHONE SERVICE	22411605 - 5330	\$ 17,500.00
R2500836	HOME REMEDY LLC	MSY PLACEMENT MS	70161605 - 5342	\$ 15,756.00
R2500844	FACILITIES	POSTAGE (BUSINESS REPLY)	22411605 - 5331	\$ 13,000.00
R2500849	TREASURER, STATE OF OHIO	BCMh REIMBURSEMENTS	10011102 - 5319	\$ 425,000.00
R2500899	OJFSDA	MEMBERSHIP DUES	22411605 - 5308	\$ 11,794.24
R2500899	OJFSDA	TRAININGS MEETINGS	22411605 - 5305	\$ 5,385.00
R2500899	OJFSDA	FCFC	70161603 - 5305	\$ 400.00
R2500903	ROYAL DOCUMENT DESTRUCTION	SHREDDING SERVICES	10011103 - 5301	\$ 8,000.00
R2500917	PROFESSIONAL DEVELOPMENT ACADEMY	5 LEADERSHIP FEES	22411605 - 5305	\$ 7,500.00
R2500923	T-MOBILE	CELL PHONES	22411605 - 5330	\$ 15,000.00
R2500923	T-MOBILE	FCFC CELL PHONES	70161603 - 5330	\$ 1,600.00
R2500926	TIFFINOHIO.ORG	SOCIAL MEDIA SERVICES	22411605 - 5301	\$ 5,400.00
R2500926	TIFFINOHIO.ORG	FCFC SOCIAL MEDIA	70161603 - 5301	\$ 2,400.00
R2500930	CORNELL ABRAXAS GROUP LLC	MSY PLACEMENT	70161605 - 5348	\$ 11,140.00
R2500930	CORNELL ABRAXAS GROUP LLC	POOL FUNDING	70161608 - 5348	\$ 15,191.00
R2500936	VARIOUS FCFC PARENT REIMB	FCFC REIMB	70161605 - 5348	\$ 4,995.00
R2500936	VARIOUS FCFC PARENT REIMB	POOL FUNDING	70161608 - 5348	\$ 4,995.00
R2500938	YMCA OF CENTRAL OHIO	CLIENT MEMBERSHIPS	70161605 - 5348	\$ 4,500.00
R2500938	YMCA OF CENTRAL OHIO	CLIENT MEMBERSHIPS	70161608 - 5348	\$ 2,500.00
R2500940	PNC BANK	EMS SUPPLIES	10011303 - 5200	\$ 25,000.00
R2500940	PNC BANK	EMS SERVICES	10011303 - 5300	\$ 25,000.00
R2500943	VARIOUS JFS BOARD AND CARE	FOSTERCARE	22511607 - 5350	\$ 10,165.00
R2500946	ADRIEL SCHOOL INC	SUPERVISED VISIT	22511607 - 5348	\$ 9,279.00
R2500946	ADRIEL SCHOOL INC	PLACEMENT CARE	22511607 - 5350	\$ 1.00
R2500947	ADVANTAGE FAMILY OUTREACH & FOSTER CARE	PLACEMENT CARE	22511607 - 5350	\$ 30,465.00
R2500949	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW SURCHARGE REIMBURSEMENTS PER IGA	66811900 - 5710	\$ 230,000.00
R2500952	VILLAGE NETWORK, THE	PLACEMENT CARE	22511607 - 5350	\$ 64,255.00
R2500957	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5350	\$ 12,900.00
R2500960	UNITED METHODIST CHILDRENS HOME	PLACEMENT CARE	22511607 - 5350	\$ 10,675.00
R2500962	NATIONAL YOUTH ADVOCATE PROGRAM INC	PLACEMENT CARE	22511607 - 5350	\$ 12,865.00
R2500964	RESCARE OHIO INC	PLACEMENT CARE	22511607 - 5350	\$ 6,000.00
R2500968	FORENSIC FLUIDS LABS	DRUG SCREENING	22511607 - 5342	\$ 13,612.00
R2500972	KOHL'S DEPARTMENT STORES	CLOTHING FOR KIDS IN CARE	22511607 - 5348	\$ 7,000.00
R2500995	INTERFLEX PAYMENTS LLC	FSA ADMIN FEES	60211925 - 5370	\$ 20,000.00

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R2500998	INTERFLEX PAYMENTS LLC	FSA CLAIMS	60211925 - 5370	\$ 450,000.00
R2501003	CEBCO	MED & RX	60211902 - 5370	\$ 20,000,000.00
R2501003	CEBCO	DENTAL	60211902 - 5370	\$ 500,000.00
R2501003	CEBCO	VISION	60211902 - 5370	\$ 115,000.00
R2501008	RELIASTAR LIFE INSURANCE CO	VOYA GTL	60211902 - 5370	\$ 125,000.00
R2501009	STRATEGIC BENEFIT DESIGN LLC	TONI DONAHUE	60211902 - 5301	\$ 25,000.00
R2501017	CONVERGE PSYCHOLOGICAL SERVICES	PSYCHOLOGY SVS	22511607 - 5342	\$ 7,000.00
R2501023	PNC BANK	SS SUPPLIES	22511607 - 5200	\$ 2,500.00
R2501023	PNC BANK	SS CLIENT	22511607 - 5300	\$ 4,995.00
R2501024	PNC BANK	PNC PRC	22411602 - 5300	\$ 6,000.00
R2501026	PHOENIX SAFETY OUTFITTERS LLC	EMS UNIFORMS	10011303 - 5225	\$ 50,000.00
R2501030	HAAS INC	SUBSCRIP SAFETY CLOUD R2R SVC	10011303 - 5320	\$ 6,282.00
R2501036	PNC BANK	WIOA SUPPLIES	22311611 - 5200	\$ 400.00
R2501036	PNC BANK	WIOA CLIENT	22311611 - 5300	\$ 20,000.00
R2501044	PETERSON CONSTRUCTION CO	RESOLUTIONS 23-247 AND 24-27	66611900 - 5410	\$ 915,994.00
R2501062	PETERSON CONSTRUCTION CO	PACKAGE PLANT UPGRADES PROJECT - RESOLUTION	66611900 - 5410	\$ 11,089,702.00
R2501073	TREASURER,DELAWARE COUNTY	RETAINAGE - PACKAGE PLANT UPGRADES PROJECT -	66611900 - 5410	\$ 380,654.00
R2501077	DLZ OHIO INC	DESIGN SERVICES - JAIL RENOVATIONS	42011438 - 5410	\$ 215,000.00
R2501090	GARLAND/DBS INC	OECC BUILDING PROJECT - 2024 PHASE - RESOLUTION	66211900 - 5410	\$ 9,845.00
R2501092	FISCAL OFFICER,OSTRANDER CORP	2024 TRAIL GRANT	10011102 - 5601	\$ 12,500.00
R2501094	CITY OF DUBLIN	CITY OF DUBLIN QUARTERLY CONTRACT REIMBURSEMENTS	66211900 - 5319	\$ 211,300.00
R2501095	SENG SEWER FEE REFUND	CUSTOMER REFUNDS	66211900 - 5319	\$ 35,500.00
R2501097	FACILITIES	VEHICLE FUEL AND PARTS	66211900 - 5228	\$ 150,000.00
R2501097	FACILITIES	VEHICLE REPAIR AND SERVICE	66211900 - 5328	\$ 10,000.00
R2501097	FACILITIES	OFFICE PHONES	66211900 - 5330	\$ 2,000.00
R2501097	FACILITIES	OFFICE POSTAGE	66211900 - 5331	\$ 2,000.00
R2501098	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES	66211900 - 5201	\$ 18,000.00
R2501098	HD SUPPLY FACILITIES MAINT LTD	EQUIPMENT PARTS	66211900 - 5228	\$ 500.00
R2501099	MCNAUGHTON MCKAY INC	EQUIPMENT PARTS	66211900 - 5228	\$ 14,000.00
R2501106	DLZ OHIO INC	RESOLUTION 23-816	66711900 - 5415	\$ 12,676.50
R2501109	M TECH COMPANY	EQUIPMENT PARTS	66211900 - 5228	\$ 9,000.00
R2501109	M TECH COMPANY	GRANITE.NET SOFTWARE FOR CCTV	66211900 - 5321	\$ 6,000.00
R2501109	M TECH COMPANY	EQUIPMENT REPAIRS	66211900 - 5328	\$ 12,000.00
R2501109	M TECH COMPANY	SHIPPING AND FREIGHT CHARGES	66211900 - 5331	\$ 300.00
R2501119	FACILITIES	TELEPHONE SERVICES	23711630 - 5330	\$ 1,000.00
R2501119	FACILITIES	POSTAGE	23711630 - 5331	\$ 4,500.00
R2501121	EDGE AI SOLUTIONS INC	PIPE DREAM SOFTWARE SUBSCRIPTION FOR INSPECTION	66211900 - 5321	\$ 24,000.00
R2501125	PNC BANK	PROCUREMENT CARD SUPPLIES	10011301 - 5200	\$ 4,000.00
R2501125	PNC BANK	PROCUREMENT CARD SERVICES	10011301 - 5300	\$ 2,000.00
R2501126	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	23711630 - 5201	\$ 5,000.00
R2501126	STAPLES BUSINESS ADVANTAGE	PRINTING- ENVELOPES, LETTERHEAD ETC.	23711630 - 5313	\$ 750.00

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R2501127	OHIOCHILD SUPPORT PROFESSIONALS ASSOC	ANNUAL DUES	23711630 - 5308	\$ 6,255.00
R2501127	OHIOCHILD SUPPORT PROFESSIONALS ASSOC	REGISTRATION FEES	23711630 - 5305	\$ 500.00
R2501141	SHERIFF'S OFFICE	IV-D CONTRACT SERVICES FOR NOV DEC 2024	23711630 - 5301	\$ 21,000.00
R2501142	ABSOLUTE IMPRESSIONS INC	CLOTHING FOR STAFF	10011301 - 5224	\$ 4,200.00
R2501142	ABSOLUTE IMPRESSIONS INC	EMBROIDERY AND PROMOTIONAL ITEMS	10011301 - 5313	\$ 3,000.00
R2501145	PNC BANK	PNC 5200 LINE	21411306 - 5200	\$ 20,000.00
R2501145	PNC BANK	PNC 5300 LINE	21411306 - 5300	\$ 15,000.00
R2501146	ELITE EXCAVATING CO OF OHIO INC	RESOLUTION 23-919	66611900 - 5415	\$ 418,765.34
R2501152	CONSOLIDATED ELECTRIC COOPERATIVE INC	TOWER SITE ELECTRIC	21411306 - 5338	\$ 11,000.00
R2501155	AMERICAN ELECTRIC POWER	TOWER SITE ELECTRIC	21411306 - 5338	\$ 28,300.00
R2501156	OHIO EDISON CO	TOWER SITE ELECTRIC	21411306 - 5338	\$ 6,600.00
R2501162	FISHEL DOWNEY ALBRECHT &	UNION RELATED LEGAL SERVICES	66211900 - 5361	\$ 10,000.00
R2501191	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTIONS AND PLAN REVIEW SERVICES	10011301 - 5301	\$ 30,000.00
R2501194	SOIL & WATER CONSERVATION DISTRICT	DRAINAGE PROTECTION REVIEW FEES	10011301 - 5301	\$ 40,000.00
R2501197	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	10011301 - 5201	\$ 8,000.00
R2501197	STAPLES BUSINESS ADVANTAGE	FOOD BEVERAGE	10011301 - 5294	\$ 250.00
R2501199	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 48,884.00
R2501202	VERIZON	CELLULAR TELEPHONE AND DATA	10011301 - 5330	\$ 17,350.00
R2501232	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$ 30,000.00
R2501232	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENT	10029203 - 5360	\$ 10,000.00
R2501235	ACE TRUCK BODY INC	SNOW PLOW BLADE	66211900 - 5450	\$ 10,325.00
R2501242	SMARTBILL LTD INC	BILLING SERVICES - PRINT MAIL IMAGE	66211900 - 5313	\$ 21,500.00
R2501246	PARALLEL TECHNOLOGIES INC	COMPUTER SOFTWARE & SERVICES	10011105 - 5320	\$ 13,643.89
R2501250	XYLEM WATER SOLUTIONS USA INC	FLYGT PUMP REPAIR PARTS	66211900 - 5228	\$ 29,000.00
R2501251	BECKMAN ENVIRONMENTAL SERVICES INC	HIGH TIDE SERVICE	66211900 - 5330	\$ 11,000.00

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

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RESOLUTION NO. 25-13

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY MARCH 17, 2025; THURSDAY MARCH 20, 2025; MONDAY MARCH 24, 2025; THURSDAY MARCH 27, 2025 AND MONDAY MARCH 31, 2025:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Delaware County Commissioners' sessions scheduled for Monday March 17, 2025; Thursday March 20, 2025; Monday March 24, 2025; Thursday March 27, 2025; and Monday March 31, 2025.

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

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RESOLUTION NO. 25-14

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY

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ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board's meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from March 14, 2025 through April 2, 2025, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, from March 14, 2025 through April 2, 2025, the Board hereby designates the Deputy Administrator/Director of Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1. In the event the County Administrator and Deputy Administrator/Director of Administrative Services are both absent, from March 14, 2025 through April 2, 2025, the Board hereby designates the Deputy Administrator/General Counsel as the Acting County Administrator with authority to perform all functions delegated in Section 1.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 25-15

IN THE MATTER OF AFFIRMING THE CELEBRATION OF DR. MARTIN LUTHER KING, JR. DAY IN DELAWARE COUNTY:

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

WHEREAS, on January 20, 2025, we take time in Delaware County to observe the national holiday commemorating the life and legacy of Dr. Martin Luther King, Jr.; and

WHEREAS, we, the Board of Delaware County Commissioners, affirm this as a day when we come together as a nation and celebrate the principles of equality and justice that make us uniquely American; and

WHEREAS, we honor the sacrifices that Dr. King made in his lifetime and that so many Americans continue to make today in their work to ensure that all Americans, regardless of their differences, have access to the same rights and opportunities; and

WHEREAS, we renew our commitment to honoring Dr. King's famous dream that his children would "one day live in a nation where they will not be judged by the color of their skin, but by the content of their character."

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners, Delaware County, Ohio, do hereby affirm and encourage all citizens to join us in the observation of Dr. Martin Luther King, Jr. Day in Delaware County.

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

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LOCAL SEMIQUINCENTENNIAL COMMITTEE
Donna Meyer, Executive Director, Delaware County Historical Society
Melissa Stoupe, Sales Manager for The Barn at Stratford, Delaware County Historical Society

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Chris Shaw, Records Coordinator, Delaware County Records Center

UPDATE ON DELAWARE COUNTY'S PROGRESS AND PLANS FOR THE SEMIQUINCENTENNIAL

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RESOLUTION NO. 25-16

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FISHEL DOWNEY ALBRECHT AND RIEPENHOFF LLP:

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

WHEREAS, the Deputy County Administrator recommends approval of the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP:

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 1st day of January, 2025, by and between the Delaware County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

SCOPE OF WORK

ARTICLE I

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

CONSIDERATION AND TERM OF CONTRACT

ARTICLE II

The compensation of the Attorneys shall be on the basis of an hourly rate of two hundred twenty dollars (\$220) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning January 1, 2025 and ending December 31, 2025. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

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The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

CONTRACT CONSTRUCTION AND ADMINISTRATION

ARTICLE III

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

NON-DISCRIMINATION

ARTICLE IV

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

PROFESSIONAL LIABILITY INSURANCE

ARTICLE V

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

INDEMNITY

ARTICLE VI

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of 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 attorney's performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County 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. No employee of the attorneys shall at any

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time be considered an agent or employee of the County, except as expressly set out in this Contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request.

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

9

RESOLUTION NO. 25-17

IN THE MATTER OF AMENDING USER CHARGES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT IN CONFORMITY WITH PROVISIONS OF SECTION 6117.02 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to section 6117.02 of the Revised Code, the Delaware County Board of Commissioners (the "Board") shall fix reasonable rates for the use, or availability for use, of the Delaware County Regional Sewer District (the "District") sanitary sewer facilities; and

WHEREAS, the Board may change the rates from time to time as it considers advisable and, accordingly, has previously made changes in Resolution Nos. 89-07, 93-530, 04-1601, 14-19 and 16-1313; and

WHEREAS, the District has prepared a comprehensive system-wide analysis to identify the operation, maintenance, and capital needs of the District for existing infrastructure as well as new infrastructure for a five-year planning period; and

WHEREAS, the District prepared a financial model as part of the system-wide analysis to determine the revenue needs to support the identified infrastructure improvements and the District's primary sources of revenue including connection fees and service rates; and

WHEREAS, the Delaware County Sanitary Engineer recommends a change to the user rates;

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

finding it advisable to change the user rates for the District, hereby approves the following:

Section 1. Section II, Parts I and II of the District rate resolution are hereby amended to read as follows:

Section II. Sanitary Sewer Use Charge

A Resolution amending the user charges for sewage collection and sewage treatment service in the County of Delaware, Ohio. All moneys collected as user charges shall be paid to the county treasurer and kept in a separate and distinct sanitary fund established by the Board to the credit of the District. Except as otherwise provided in any proceedings authorizing or providing for the security for and payment of any public obligations, or in any indenture or trust or other agreement securing public obligations, moneys in the sanitary fund shall be applied first to the payment of the cost of the management, maintenance, and operation of the sanitary facilities of, or used or operated for, the District, which cost may include the county's share of management, maintenance, and operation costs under cooperative contracts for the acquisition, construction, or use of sanitary facilities and, in accordance with a cost allocation plan adopted under division (E) of section 6117.02 of the Revised Code, payment of all allowable direct and indirect costs of the District, the county sanitary engineer or sanitary engineering department, or a federal or state grant program, incurred for sanitary purposes under R.C. Chapter 6117, and shall be applied second to the payment of debt charges payable on any outstanding public obligations issued or incurred for the acquisition or construction of sanitary facilities for or serving the District, or for the funding of a bond retirement or other fund established for the payment of or security for the obligations. Any surplus remaining may be applied to the acquisition or construction of those facilities or for the payment of contributions to be made, or costs incurred, for the acquisition or construction of those facilities under cooperative contracts. Moneys in the sanitary fund shall not be expended other than for the use and benefit of the District.

Part I Definitions

"User Charge" - Shall mean the charge assessed for the use, or the availability for use, of the sanitary facilities of the District to be paid by every person and public agency whose premises are served, or

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capable of being served, by a connection to those facilities to recover the costs of the District in accordance with section 6117.02 of the Revised Code, specifically the management, maintenance, operation, acquisition, and construction of sanitary facilities, including related debt charges.

Part II - User Charges

The Board of County Commissioners has the authority to establish and regularly review the User Charge for each individual connection to any and all sanitary sewerage systems operated and maintained by the County Sanitary Engineer in County Sewer Districts.

The following User Charges are hereby established:

TYPE OF USE	EQUIVALENT RESIDENTIAL UNITS	USER CHARGE RATE MINIMUM \$ PER MONTH FLAT RATE				
		5/1/25	5/1/26	5/1/27	5/1/28	5/1/29
Single Family Residence	1.0 each	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00
Efficiency & One Bedroom Apartments	0.60 per unit	\$24.00	\$24.60	\$25.20	\$25.80	\$26.40
Two Bedroom Apartments	0.75 per unit	\$30.00	\$30.75	\$31.50	\$32.25	\$33.00
Three Bedroom and Over Apartments	1.0 per unit	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00
Condominium	1.0 per unit	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00
Mobile Home Parks	0.75 per single space	\$30.00	\$30.75	\$31.50	\$32.25	\$33.00
	1.0 per double wide space	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00

For any use not shown, multiple or modified uses, the number of equivalent residential units and the resultant monthly charge shall be determined by the Delaware County Sanitary Engineer by the use of accepted engineering practices and on the basis of anticipated volume and composition of the flow from the proposed connection using 290 gallons per day of ordinary domestic sewage as one (1) residential unit for the purposes of calculating rates.

Subject to the availability of funds after proper allocation of all monies received in the District fund pursuant to section 6117.02 of the Revised Code, three percent (3.0%) of the collected User Charges shall be designated for the acquisition and construction of sanitary sewer facilities. Revenue shall be transferred to the appropriate fund for such projects.

The User Charge rate shall be reviewed annually by the Board, based upon the Sanitary Engineer’s recommendations, in order to determine whether or not they are sufficient to defray the annual cost of operation of the District as determined from the wastewater treatment plant records. If the difference between the total annual revenue derived and the total annual cost is sufficient to justify an increase or decrease in the user charge rate, the Board will adjust the rates as required. The purpose of the annual review is also to maintain proportionality in the user charge system.

All users will be billed quarterly for their monthly service. User charges for new connections will be prorated from the date of the connection to the sewer system. The billing shall be for the next quarter and shall be due and payable by the 10th of the month following the invoice date, unless specifically stated otherwise on the invoice. Bills for sewer service that are not paid by the due date shall be subject to a five percent (5%) penalty on the unpaid balance each quarter. If the same is not paid within ninety (90) days after it is due and payable, it may be certified to the Auditor of Delaware County, who shall place the same on the tax duplicate, with the interest and penalty allowed by law, and shall be collected as other taxes are collected. Each charge certified to the Auditor pursuant to this Resolution shall, upon certification, be a lien upon the premises charged therewith.

Quarterly sewer service charges as established by the Board are normally billed to the owner of any property connected to a County operated sanitary sewerage system. If the owner of any property elects to have his agent, tenant or lessee pay these charges as they accrue, such agent, tenant or lessee does so as the agent of the owner, and such owner shall be held responsible for unpaid charges.

Bills for sewer service charges will be mailed where directed as a matter of convenience to the owner of the property or their agents. Failure to receive bills will not relieve anyone of the responsibility for prompt payment. It is the property owner's obligation to notify the County Sanitary Engineer of any change of or error of address.

Section 2. Existing Section II, Parts I and II of Sewer Charges are hereby repealed effective May 1, 2025. Amended Section II, Parts I and II shall be effective May 1, 2025.

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

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TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES & REGIONAL SEWER DISTRICT

Monthly Sanitary Approval Update

11

RESOLUTION NO. 25-18

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH E. L. ROBINSON ENGINEERING FOR THE PROJECT KNOWN AS DEL-CR 007-01.99, TROY AT HILLS MILLER ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for the project known as DEL-CR 007-01.99, Troy at Hills Miller Road Intersection Improvements; and

WHEREAS, the County Engineer has selected the consulting firm E. L. Robinson Engineering through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into a Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional Services Agreement is hereby approved:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR 007-01.99**

Troy at Hills Miller Road Intersection Improvements

This Agreement is made and entered into this 13th day of January, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and E. L. Robinson Engineering, 950 Goodale Boulevard, Suite 180, Grandview Heights, Ohio 43212 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

The Consultant shall provide professional design services for the preparation of construction and right of way plans in connection with the project known as DEL-CR 007-01.99 (PID 2404), Troy at Hills Miller Road Intersection Improvements, including preparation of final construction and right of way plans for a single-lane modern roundabout at the intersection of Troy Road and Hills Miller Road, (the professional design services being referred to herein as the “Services”).

- 1.1 Preliminary engineering, Environmental Engineering and Right of way Plans through Phase FE Final Tracings will be included in this contract.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal December 10, 2024.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

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4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$362,234.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of 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.

Project Manager:

Name: Delaware County Engineer
Attn: Ryan J. Mraz (Chief Deputy Design Engineer)
Address: 50 Channing Street, Delaware, OH 43015
Telephone: (740) 833-2400
Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kevin White, PhD, P.E.
Address of Firm: 950 Goodale Blvd., Suite 180
City, State, Zip: Grandview Heights, OH 43212
Telephone: (614) 586-0642
Email: KWhite@elrobinson.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon a written authorization to proceed from the County Engineer and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until the modification is approved in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

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

12 INDEMNIFICATION

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

13 INSURANCE

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

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

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

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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RESOLUTION NO. 25-19

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN GRACE POINT COMMUNITY CHURCH AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR98-1.58, WIDENING OF SR 3 AND LEWIS CENTER ROAD:

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

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WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Grace Point Community Church for the project known as DEL-CR98-1.58, widening of SR 3 and Lewis Center Road;

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 Grace Point Community Church for the project known as DEL-CR98-1.58, widening of SR3 and Lewis Center Road as follows:

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

WITNESSETH: On this 13th day of January, 2025, Grace Point Community Church, an Ohio Non-Profit Corporation, whose address is 2393 Peachblow Road, Lewis Center, Ohio 43035, 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) 9-SH, T
DEL-CR98-1.58**

Widening of SR 3 and Lewis Center Road

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$25,016.00 (Twenty-Five Thousand, Sixteen Dollars) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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 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, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. 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. 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.
3. 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.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. 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.
6. 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

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restrictions and public utility easements of record.

7. 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.
8. 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.
9. 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.
10. 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.

11. 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 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.
12. 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.
13. 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.
14. 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

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sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 15. 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.
- 16. 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.
- 17. 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**13
RESOLUTION NO. 25-20**

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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:

<u>PERMIT #</u>	<u>APPLICANT</u>	<u>LOCATION</u>	<u>TYPE OF WORK</u>
UT2024-0249	COLUMBIA GAS	BALE KENYON	NEW MAIN
UT2024-0250	COLUMBIA GAS	RIDER & WILSON RD	INSTALL PIPELINE
UT2024-0251	SPECTRUM	EMORY ST	ROAD BORE
UT2024-0252	SPECTRUM	CONCORD RD	BURY CABLE
UT2024-0253	FRONTIER	LIBERTY RD	SERVICE DROP
UT2024-0254	DEL-CO WATER	JAYCOX, WORTHINGTON RD	WATER LINE
UT2025-0001	SUBURBAN GAS	VARIOUS	GAS MAIN
UT2025-0002	SPECTRUM	GREEN MEADOWS	ROAD BORE
UT2025-0003	SPECTRUM	CR 10	AERIAL CABLE
UT2025-0004	FRONTIER	REDWOOD VALLEY CT	AERIAL CABLE

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

**14
ADMINISTRATOR REPORTS
-None**

**15
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton
-LandBank Meeting on Wednesday; 3 applications to review for Brownfield program, so they will be ready when this years' program opens up.

Commissioner Merrell
-Thanks to Commissioner Benton for his work on keeping the LandBank Program moving forward.

Commissioner Lewis
-None

**16
RESOLUTION NO. 25-21**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSE, TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING, AND FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive

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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

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 promotion and compensation of a public employee or public official, to consider the purchase of property for public purpose, to consider the sale of property at competitive bidding, and for collective bargaining.

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

17

RESOLUTION NO. 25-22

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 10:30A.M./ RECONVENE 1:30P.M.

1:30P.M. Viewing for Consideration of the Drainage Improvement Petition for the Nelson #131 Watershed

Overview of the proposed improvement through the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners