

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 27, 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 - Absent
Gary Merrell, Commissioner

**1
RESOLUTION NO. 25-49**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 23, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 23, 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 25-50**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0124 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0124:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0124, memo transfers in batch numbers MTAPR 0124 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Property Worx (P2500532)	Snow Removal	10011105-5325	\$25,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2501552	HOUSE OF SECURITY	OPERATORS FOR DOORS - HISTORIC COURTHOUSE	40111402 - 5450	\$ 15,227.32
R2501658	COMMISSIONERS	INDIRECT COST	23711630 - 5380	\$ 31,200.00
R2501658	COMMISSIONERS	RENT	23711630 - 5335	\$ 31,000.00
R2501758	XYLEM WATER SOLUTIONS USA INC	(2) IMPELLERS	66211900 - 5228	\$ 49,365.72
R2501765	APA INC	(4) ROTORKS	66211900 - 5450	\$ 26,136.00
R2501770	TREASURER,STATE OF OHIO	OHIO EPA ANNUAL DISCHARGE & SLUDGE FEES	66211900 - 5316	\$ 26,000.00

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

**4
STATE REPRESENTATIVE BRIAN LORENZ, OHIO HOUSE DISTRICT 60**

STATE ROUTE 315, DISCUSSION WITH BOARD OF COMMISSIONERS

**5
DELAWARE COUNTY SHERIFF JEFF BALZER AND CHIEF SCOWDEN DEPUTY TROY PETRIE'S RETIREMENT FROM THE DCSSO**

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**6
RESOLUTION NO. 25-51**

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY TROY PETRIE ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Deputy Troy Petrie retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Deputy Petrie’s assigned duty firearm, Sig Sauer Caliber 9mm, Model P320Pro – Serial # 58J461539 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Petrie to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Troy Petrie for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Petrie accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

**7
RESOLUTION NO. 25-52**

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM FINAL STATUS REPORT FOR 2024:

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

**Exhibit #2
Report Cover Page**

REPORT DUE: Last Business day of January

COUNTY: Delaware DATE OF REPORT: 1-13-2025

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated for the last day of the reporting period
- B. Detailed explanation of expenditures on the Financial Report provided.
- C. Itemized listing of purchase orders carried into the following year.
- D. Detailed explanation of activities on the Activity Report provided.
- D. An up-to-date inventory list.
- E. Disposal of Equipment Form as provided (if applicable).

CONTRACT AMOUNT \$86,789.00

REVENUE

1.	Unexpended balance on first day of reporting period	\$7,922.70
2.	Total DKMM Funds received by end of year including special project	\$90,966.14
3.	Miscellaneous Reimbursements (workers comp. refunds)	\$ _____
4.	Total DKMM Funds Available (add line 1, 2, 3)	\$98,888.84

EXPENDITURES (totals from the Financial Report)

5.	Salaries	\$56,094.36
6.	Fringe Benefits Paid by DKMM (maximum \$15,000)	\$14,862.05
7.	Fringe Benefits Paid by County (Board of Health) \$23,070.53	
	Total of lines 8-14 must be at least \$12,000	
8.	Contracts	\$
9.	Membership – Keep America Beautiful	\$34.50
10.	Supplies	\$10,689.26
11.	Advertising	\$5,219.27
12.	Recycling Fees	\$2,657.40

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13. Travel	\$
14. Other (approved leave from 2023 – prior year carry over)	\$7,922.70
15. Total All Expenditures (add lines 5-14)	\$97,479.54
16. Total DKMM Funds Available (line 4 above)	\$98,888.84
17. Total All Expenditures	\$97,479.54
18. Total of Purchase Orders Carried into next year	\$1,409.30
19. * Unencumbered Fund Balance	\$
<i>(Unencumbered fund balance = total funds-expenditures-purchase orders carried over)</i>	
20. Allowable Carryover (10% total contract amount)	\$8,678.90
21. Please list the allowable amount to be carried over (+), or paid back (-)	
22. If County had to contribute to overspent contract, please list amount	\$34,616.83
Salaries only include direct hours worked, no leave time. Also no insurance charged	

(Copy of exhibits available for review at the Commissioners’ Office until no longer of administrative value.)

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

**8
RESOLUTION NO. 25-53**

IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION AND AN LPA PURCHASE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF THE INTERSECTION OF DEL SR3 AND CR 106, LEWIS CENTER ROAD:

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

**PRELIMINARY LEGISLATION
PID Number 123113
DEL SR3 4.583 (at Lewis Center)
ODOT Agreement Number 42010
CFDA NO. 20.205**

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

Project Description:

WHEREAS, the LPA has identified the need to improve the intersection of DEL SR3 and CR 106 (Lewis Center Road) by adding a turn lane and traffic signal (hereafter referred to as the “Project”); and

WHEREAS, the Project is necessary to meet current roadside safety design standards and is necessary for the public safety and welfare; and

WHEREAS, the Ohio Department of Transportation (ODOT), through State funds, has committed up to \$250,000.00 toward the Project;

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

Section 1. The LPA shall cooperate with the Director of Transportation in the described Project.

Section 2. The LPA hereby approves the Purchase Agreement with the Director of Transportation and authorizes the Delaware County Engineer to execute and administer the same on behalf of the LPA.

LPA PURCHASE AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Board of Commissioners, for and on behalf of the Delaware County Engineer, hereinafter referred to as the LPA, 145 N. Union Street, Delaware, Ohio 43015.

1. PURPOSE

1.1 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.2 The improvement of the intersection of DEL SR 3 and CR 106 (Lewis Center Rd) by adding a turn lane and traffic signal (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding.

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1.3 The purpose of this Agreement is to set forth requirements associated with the State funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. **LEGAL REFERENCES**

2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. **FUNDING**

3.1 The total cost for the PROJECT is estimated to be \$250,000. ODOT shall provide to the LPA 100% of the eligible costs, up to a maximum of \$250,000 in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.

3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.

3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.

3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.

3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.

3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Shane Deer
ODOT, District 6
400 E. William Street
Delaware, Ohio 43015

3.9 Reimbursement to the LPA shall be submitted to:

Chris Bauserman, P.E., P.S.
Delaware County Engineer
145 N. Union Street
Delaware, Ohio 43015

4. **OBLIGATIONS OF THE LPA**

4.1 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$50,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.

4.2 The LPA shall review all invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.

5. **TERMINATION PROVISIONS**

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

5.2 In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid

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by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

5.3 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. **GENERAL PROVISIONS**

6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein, shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

6.2 The LPA shall be audited in accordance with the Ohio Revised Code. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor’s report within 30 days after receipt by the LPA.

6.3 This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State.

6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES	LPA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT							
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS							
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION							
PROJECT MATERIAL COSTS				\$250,000	100	4PS7	\$250,000
TOTALS				\$250,000			\$250,000

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

**9
RESOLUTION NO. 25-54**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN BRIAN L. AND TERESA R. DALTON AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR 123-0.00, HYATTS-SECTION LINE ROAD IMPROVEMENT:

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

WHEREAS, the County Engineer recommends approval of the contract of sale and purchase with Brian L. and Teresa R. Dalton for the project known as DEL-CR 123-0.00, Hyatts-Section Line Road Improvements;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract of sale and purchase with Brian L. and Teresa R. Dalton, for the project known as DEL-CR 123-0.00, Hyatts- Section Line Road Improvements:

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

WITNESSETH: On this 27th day of January, 2025, Brian L. Dalton, married to Teresa R. Dalton, whose address is 6360 S. Section Line Road, Delaware, Ohio 43015, 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)

**006-WD, T
DEL-CR123-0.00**

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 **Sixty-two Thousand Nine Hundred Fifty and 0/100 Dollars (\$62,950.00)**, 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 restrictions and public utility easements of record.

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

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- 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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**10
RESOLUTION NO. 25-55**

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR DUBLIN COURT SUBDIVISION; EVANS FARM SECTION 6, PHASE A, PART 1; AND EVANS FARM SECTION 6, PHASE B:

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

WHEREAS, Romanelli & Hughes has submitted the plat of subdivision for Dublin Court, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, BZ Evans II, LLC, and Bavelis Zenios Development, LLC, have submitted the plat of subdivision for Evans Farm Section 6, Phase A, Part 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Bavelis Zenios Development, LLC, has submitted the plat of subdivision for Evans Farm Section 6, Phase B, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Dublin Court Subdivision; Evans Farm Section 6, Phase A, Part 1; and Evans Farm Section 6, Phase B:

Dublin Court Subdivision:

Situated in the State of Ohio, County of Delaware, Township of Concord, located in part of Farm Lots 3 & 6, Virginia Military Survey No. 1421, being all of that 25.010 acre tract as conveyed to Romanelli & Hughes Building Company, Inc., of record in Official Record 2071, Pg. 618, being of record in the Recorder’s Office, Delaware County, Ohio.

Evans Farm Section 6, Phase A, Part 1:

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 2, Township 3, Range 18, Farm Lots 14 & 15, United States Military Lands, being 0.242 acres of land out of that 41.570 acre tract of land as conveyed to BZ Evans II, LLC, an Ohio Limited Liability Company, of record in Official Record 1930, page 1665, and 12.855 acres out of that 24.851 acre tract of land as conveyed to Bavelis Zenios Development, LLC, an Ohio Limited Liability Company, of record in Official Record 1930, page 1678, being of record in the Recorder’s Office, Delaware, Ohio.

Evans Farm Section 6, Phase B:

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 2, Township 3, Range 18, Farm Lots 14 & 15, United States Military Lands, being 24.851 acre tract of land as conveyed to Bavelis Zenios Development, LLC, an Ohio Limited Liability Company, of record in Official Record 1930, page 1678, being of record in the Recorder’s Office, Delaware, Ohio.

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

**11
RESOLUTION NO. 25-56**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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

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Delaware County Commissioners:

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0005	DEL-CO WATER	WEISER RD	ROAD BORE
UT2025-0006	DEL-CO WATER	WEISER RD AT BROADWAY	ROAD BORE
UT2025-0007	DEL-CO WATER	N GALENA RD	DIRECTIONAL DRILL
UT2025-0008	T&JEXCAVATING	ROAD BORE	WILSON RD
UT2025-0009	SPECTRUM	HYATTS RD	ROAD BORE
UT2025-0010	SPECTRUM	S WILSON RD	ROAD BORE
UT2025-0011	FRONTIER	LEWIS CENTER, RAIL TIMBER WAY & WEEPING ROCK DR	FIBER OPTIC
UT2025-0012	FRONTIER	REDWOOD VALLEY CT	FIBER OPTIC
UT2025-0013	FRONTIER	CROSSING PL & LEWIS CENTER	ROAD BORE
UT2025-0014	FRONTIER	S OLD STATE & CHESHIRE	ROAD BORE
UT2025-0015	FRONTIER	S OLD STATE & LEWIS CENTER	ROAD BORE
UT2025-0016	FRONTIER	WHISPERING RIDGE & CHESHIRE	ROAD BORE
UT2025-0017	FRONTIER	SETON DR & LEWIS CENTER	ROAD BORE
UT2025-0018	FRONTIER	COTTONWOOD DR & CHESHIRE	ROAD BORE
UT2025-0019	FRONTIER	SETON DR & LEWIS CENTER	ROAD BORE
UT2025-0020	AT&T	RED BANK RD	TRENCH
UT2025-0021	FRONTIER	CLARK SHAW & WINTERGLOW DR	ROAD BORE
UT2025-0022	TEAM FISHEL	WORTHINGTON RD	PLACE POLES
UT2025-0023	COLUMBIA GAS	CLARK SHAW & SAWMILL PKWY	INSTALL GAS LINE

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

**12
RESOLUTION NO. 25-57**

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to the intersection of Piatt Road and Peachblow Road, known as Project ID: DEL-CR98-1.58, by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the identified roads in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Oldefield Estates Homeowners Association, Inc.	7-WD	\$3,609.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs legal counsel to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage

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

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RESOLUTION NO. 25-58

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to the intersection of State Route 3 and Lewis Center Road, known as Project ID: DEL-SR3-4.60, by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the identified roads in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Don A. Jenkins	16-SH	\$10,120.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs legal counsel to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

14

RESOLUTION NO. 25-59

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2024:

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation (“ODOT”) the actual number of miles under the board of county commissioners’ statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2023, was 334.877 miles; and

WHEREAS, a 0.948 decrease to county road mileage was made in 2024; and

WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 333.929

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miles as of December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2024 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by section 4501.04 of the Revised Code:

2024 County Highway System Mileage Certification:

Note: This form must be submitted to ODOT no later than March 1, 2025, or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County was 334.877 miles as of December 31, 2023, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in 2024 and determine the net increase or decrease in mileage. Add the net change to the 2024 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2024, the county was responsible for maintaining 333.929 miles of public roads.

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

15

RESOLUTION NO. 25-60

IN THE MATTER OF AWARDING BIDS FOR ENGINEERING MATERIALS FOR 2025:

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

Tree Clearing

Bids Opened January 7, 2025

As a result of the bids opened January 7, 2025, for tree clearing for 2025, the Engineer recommends that a non-exclusive bid award be made to Oberlander's Tree & Landscape Ltd.; Adam's Tree Care; Timberland Tree; and Hilscher-Clarke Electric.

Curb and Sidewalk Replacement Program

Bids Opened January 7, 2025

As a result of the bids opened January 7, 2025, for the curb and sidewalk replacement program for 2025, the Engineer recommends that a non-exclusive bid award be made to Professional Pavement; JB Construction; and Decker Construction Company.

Pavement Marking

Bids Opened January 7, 2025

As a result of the bids opened January 7, 2025, for pavement marking for 2025, the Engineer recommends that a non-exclusive bid award be made to Griffin Pavement Striping.

Guardrail Installation

Bids Opened January 7, 2025

As a result of the bids opened January 7, 2025, for the guardrail installation for 2025, the Engineer recommends that a non-exclusive bid award be made to Lake Erie Construction Company; MP Dory Co.; and Paul Peterson Co.

Drainage Maintenance

Bids Opened January 7, 2025

As a result of the bids opened on January 7, 2025, for the drainage maintenance for 2025, the Engineer recommends that a non-exclusive bid award be made to Enviro-Construction Co; RKE Trucking; Stevens & Sons Builders; RCA Hauling and Excavating, Inc.; C&M Farm Drainage, LLC; Excavation Point LLC; and G & G Enterprises Complete Excavating Service, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioner of Delaware County, State of Ohio hereby accepts the Engineer's recommendations stated herein and approves the following:

Section 1. A non-exclusive bid award be made to Oberlander's Tree & Landscape Ltd.; Adam's Tree Care; Timberland Tree; and Hilscher-Clarke Electric for tree clearing in 2025.

Section 2. A non-exclusive bid award be made to Professional Pavement; JB Construction; and Decker Construction Company for curb and sidewalk replacement program in 2025.

Section 3. A non-exclusive bid award be made to Griffin Pavement Striping for pavement marking in 2025.

Section 4. A non-exclusive bid award be made to Lake Erie Construction Company; MP Dory Co.; and Paul

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Peterson Co. for guardrail installation in 2025.

Section 5. A non- exclusive bid award be made to Enviro-Construction Co.; RKE Trucking; Stevens & Sons Builders; RCA Hauling and Excavating, Inc.; C&M Farm Drainage, LLC; Excavation Point LLC; and G & G Enterprises Complete Excavating Service, LLC for drainage maintenance in 2025.

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

**16
RESOLUTION NO. 25-61**

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR EVANS FARMS SECTION 6, PHASE A PARTS 1 & 2 AND PHASE B:

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

WHEREAS, on January 27, 2025, a Ditch Maintenance Petition for Evans Farms Section 6, Phase A, Parts 1 & 2 and Phase B (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Evans Farms Section 6, Phase A Parts 1 & 2 and Phase B, 30.22 acres in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$918,806.16 and a detailed cost estimate is attached in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 97 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$9,472.26 per lot. An annual maintenance fee equal to 2% of this basis (\$189.45) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$18,376.65 has been paid to Delaware County.

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

**17
RESOLUTION NO. 25-62**

IN THE MATTER OF APPROVING SUPPLEMENTAL AGREEMENT NO. 2 FOR PRELIMINARY ENGINEERING SERVICES WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR A RAILROAD GRADE SEPARATION ON ORANGE ROAD:

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

WHEREAS, on February 24, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-190, declared the necessity for a railroad grade separation on Orange Road (the “Improvements”); and

WHEREAS, on July 19, 2021, the Board adopted Resolution No. 21-639, approving Supplemental Agreement No. 1 with Norfolk Southern Railway Company for preliminary engineering services related to the Improvements; and

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WHEREAS, the County Engineer recommends entering into a Supplemental Agreement No. 2 with Norfolk Southern Railway Company for the required engineering services related to the Improvements;

NOW, THEREFORE BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the following supplemental agreement:

SUPPLEMENTAL AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the Delaware County in Ohio (hereinafter called "COUNTY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The COUNTY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Powell, Delaware
County, Ohio AAR-DOT#: 481481W
Street/Bridge Name: Orange Road
Description: Construct Orange Rd. under Norfolk Southern
Mile Post S-14.80

Previous Preliminary Engineering Cost Estimate:
\$160,000

Additional Preliminary Engineering Cost Estimate:
\$64,364.00 Total:
\$224,364.00

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The COUNTY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the COUNTY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the COUNTY. The COUNTY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the COUNTY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting August 11, 2020. The COMPANY agrees to provide preliminary engineering services at the request of COUNTY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the COUNTY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

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

18

RESOLUTION NO. 25-63

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE 2024 CULVERT CONTRACT:

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

**2024 Culvert Contract
Bid Opening: January 14, 2025**

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Double Z Construction Company for the 2024 Culvert contract:

CONTRACT

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THIS AGREEMENT is made this 27th day of January, 2025, by and between Double Z Construction Company, 2250 Harrison Road, Columbus, Ohio 43204 hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-2025 Culverts Project” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Million Four Hundred Ninety-Three Thousand Four Hundred Three Dollars and Twenty-Five Cents (\$1,493,403.25) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

**19
RESOLUTION NO. 25-64**

IN THE MATTER OF ESTABLISHING THE MAINTENANCE BOND AND RELEASING THE CONSTRUCTION BOND FOR CARLTON AT BERKSHIRE:

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

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

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

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

WHEREAS, Carlton at Berkshire, LLC (the “Owner”) has provided a maintenance bond in the amount of \$50,100.00 as to secure its obligations during the one-year maintenance period; and

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$50,100.00 for the Project, places the Project on the required one-year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

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ADMINISTRATOR REPORTS

DCA Huston and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell – will be attending a CORSA meeting this week.

Commissioner Lewis – congratulations to Jonathan Kabat for 1 year employment.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners