

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 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

10:00 A.M. Public Hearing for Consideration of the Drainage Improvement Petition for the
Nelson #131 Watershed

1
RESOLUTION NO. 25-220

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD APRIL 3, 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
April 3, 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 Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-221

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0404:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of
warrants in batch numbers CMAPR 0404 and Purchase Orders as listed below:

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

<u>PR Number</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
R2502614	PERRY PRO TECH	COPIER PRINTERS CONTRACT	10011101-5325 & Lines 1-19	\$ 19,660.00
R2502612	STATE INDUSTRIAL PRODUCTS INC	WATER DRAIN TREATMENT PROGRAM	10011105 - 5325	\$ 15,000.00
R2502676	HIGH DEV II LLC	1ST HALF 2025 TIF PAYMENT	44511441 - 5715	\$ 193,713.31
R2502677	FISCAL OFFICER,ORANGE TOWNSHIP	1ST HALF 2025 TIF PAYMENT	44511441 - 5715	\$ 31,866.26
R2502679	OHIO COMMERCIAL DOOR CO INC	GARAGE DOOR MOTOR FOR CMF BAY DOOR	66211900 - 5228	\$ 6,101.00
R2502689	M TECH COMPANY	GRANITE.NET SOFTWARE 6 26 25-6 25	66211900 - 5321	\$ 5,320.00

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

4
RESOLUTION NO. 25-222

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

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

The Regional Sewer District is requesting that Erik McPeck and Jason Watts attend a Wastewater Treatment & Resource Recovery Fact Finding Trip in Copenhagen, Denmark from May 3 - May 10, 2025 at the cost of \$450.00.

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

5
RESOLUTION NO. 25-223

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM SKYBOX SPORTS BAR INC DBA THE SKYBOX SPORTS BAR TO SKYBOX SPORTS BAR INC DBA THE SKYBOX SPORTS BAR AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5 and D6 license from Skybox Sports Bar Inc., DBA The Skybox Sports Bar to Skybox Sports Bar Inc., DBA The Skybox Sports Bar, located at 7953 B Highfield Drive, Orange Township, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection; NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

6
RESOLUTION NO. 25-224

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY MAY 1, 2025:

It was moved by Mr. Benton, seconded by Mr. Merrell, to cancel the Delaware County Commissioners’ session scheduled for Thursday May 1, 2025.

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

7
RESOLUTION NO. 25-225

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF TEMPORARY EMPLOYMENT AND PAYROLL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NESCO RESOURCE, LLC.:

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

WHEREAS, the Director of Job & Family Services recommends approval of the First Amendment to a contract for the purchase of temporary employment and payroll services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following First Amendment to a contract for the Purchase of Temporary Employment and Payroll Services with Nesco Resource, LLC:

First Amendment
To
Contract for the Purchase of
Temporary Employment and Payroll Services
Between
Delaware County Board of County Commissioners
And
Nesco Resource LLC

This First Amendment of the Contract For The Provision of Temporary Employment and Payroll Services is entered into this 7th day of April, 2025 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Nesco Resource LLC (hereinafter

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

“Provider”) whose address is P.O. Box 901372, Cleveland, Ohio 44190 (hereinafter collectively the “Parties”).

WHEREAS the Parties entered into the Contract for Temporary Employment and Payroll Services on July 1, 2024.

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

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract service period shall be extended for the service period July 1, 2025 through June 30, 2026.
- 2. Signatures
Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf.
- 3. Conflicts
In the event of a conflict between the terms of the Contract, and this First Amendment, the terms of this First Amendment shall prevail.
- 4. Terms of Agreement Unchanged
All terms and conditions of the Contract, not changed by this First Amendment, remain the same, unchanged, and in full force and effect.

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

8
RESOLUTION NO. 25-226

IN THE MATTER OF APPROVING THE CONTRACT FOR SERVICES OF A LICENSED PROFESSIONAL CLINICAL COUNSELOR BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND LISA A. DAVIS, RN, MA, LPCC, COUNSELING AND CONSULTATION, LLC, FOR CLINICAL COUNSELING SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following contract with Lisa A. Davis, RN, MA, LPCC, Counseling and Consultation, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Lisa A. Davis, RN, MA, LPCC, Counseling and Consultation, LLC, for Clinical Counseling Services:

CONTRACT FOR SERVICES OF A LICENSED PROFESSIONAL CLINICAL COUNSELOR
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
LISA A. DAVIS, RN, MA, LPCC, COUNSELING AND CONSULTATION, LLC.

This Contract is entered into this 7th day of April, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), and Lisa A. Davis, RN, MA, LPCC, Counseling and Consultation, LLC. (hereinafter, “PROVIDER”) whose address is 130 East Wilson Bridge Rd., Ste 327, Worthington, Ohio 43085 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides clinical counseling services to citizens in Ohio; and,

WHEREAS, DCDJFS and DCFCFC have accepted federal funds to pay for clinical counseling services using the following funding streams:

- Title – IVE Funds
- Emergency Services Assistance Allocations (ESAA) – Reunification
- Emergency Services Assistance Allocations (ESAA) – Preservation
- Multiple System Youth (MSY)

WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1.

PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS and/or DCFCFC, will provide clinical counseling services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:

Appendix I – Agreement for Family Relationship Coaching

Appendix II – Authorization for Release of Protected Health Information
2.

TERM

This agreement shall have an initial service period of 03/01/2025 through 02/28/2026.

By mutual consent, the Agencies and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agencies, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agencies, with renegotiation to be initiated by the Agencies before the expiration of the existing service period.
3.

SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS and DCFCFC by PROVIDER are set forth and are more fully described in:

Appendix I – Agreement for Family Relationship Coaching

Appendix II – Authorization for Release of Protected Health Information
4.

FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS and DCFCFC shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS or DCFCFC, depending on which Agency is utilizing the Services, proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS or DCFCFC no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. Provider shall submit monthly invoices to Delaware-Invoices@jfs.ohio.gov.

If the invoice is not received by DCDJFS and/or DCFCFC within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

•

31-45 days

10% of the total invoice amount

•

46-60 days

20% of the total invoice amount

•

61+ days

30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board’s damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

No maximum payment shall be specified for this contract.
5.

AWARD INFORMATION

Title – IVE Funds

Emergency Services Assistance Allocations (ESAA) – Reunification

Emergency Services Assistance Allocations (ESAA) – Preservation

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

Multiple System Youth (MSY)

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS and DCFCFC for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS and/or DCFCFC the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS and DCFCFC as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS and DCFCFC, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS and DCFCFC may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and DCFCFC and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS and DCFCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS and DCFCFC personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS and DCFCFC personnel.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS and DCFCFC for the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS, DCFCFC, and Delaware County.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS, DCFCFC, and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER 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.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). DCDJFS and DCFCFC shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, DCFCFC, and the State (collectively “Indemnified parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

- D.** PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS and DCFCFC under the terms of Paragraph 14 ("INSURANCE") below.

15. INSURANCE

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board, DCDJFS, and DCFCFC, current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS and DCFCFC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board, DCDJFS, and DCFCFC within seven (7) calendar days of change.

During the life of the Contract, the Board, DCDJFS, or DCFCFC may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board, DCDJFS, and DCFCFC shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

16. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, DCDJFS, or DCFCFC, or projects or programs funded by the Board, DCDJFS, or DCFCFC has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS and DCFCFC.

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS and DCFCFC. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS and DCFCFC, to correct noncompliance issues within a term defined by the DCDJFS and DCFCFC. DCDJFS and/or DCFCFC shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS, DCFCFC, and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated.

The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS or DCFCFC, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS, DCFCFC and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS or DCFCFC.

20. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS or DCFCFC and the individual or, if a minor, his/her responsible parent or guardian.

21. CIVIL RIGHTS

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

DCDJFS, DCFCFC, and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

23. DRUG-FREE WORKPLACE

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

24. FINDINGS FOR RECOVERY

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS or DCFCFC to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD, DCDJFS, or DCFCFC shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER: Lisa A. Davis, RN, MA, LPCC Counseling and Consultation, LLC	Delaware County Job and Family Services Robert A. Anderson Director
Highbanks Counseling 130 East Wilson Bridge Rd, Ste 327 Worthington, Ohio 43085	Delaware County Job and Family Services 145 N. Union St., 2 nd Floor Delaware, Ohio 43015

27. GOVERNING LAW

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.

28. SEVERABILITY

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

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 be complied with.

29. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.

30. SIGNATURES

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

31. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

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

9
RESOLUTION NO. 25-227

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PRIME CONSTRUCTION MANAGEMENT & SURVEY FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Board of Commissioners previously entered into a contract on April 4, 2024, with Prime Construction Management & Survey for On-Call Construction Inspection Services; and

WHEREAS, Amendment No. 1 authorizes an increase to the contract cost in the amount of \$150,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Prime Construction Management & Survey for On-Call Construction Inspection Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following Amendment No. 1 to the Professional Services Contract with Prime Construction Management & Survey:

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Professional Services Agreement, dated April 4th, 2024 (the “Agreement”), is made and entered into on April 7th, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Prime Construction Management & Survey, 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240 (“Consultant”), hereinafter collectively referred to as the “Parties.”

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement by increasing the maximum total compensation from \$200,000 to \$350,000.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

10
RESOLUTION NO. 25-228

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE
REGIONAL SEWER DISTRICT:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Card 1:	
Appointing Authority:	County Commissioners
Office/Department:	Regional Sewer District
Daily spending per card:	\$10,000
Monthly spending per card:	\$25,000
Single transaction limit:	\$10,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Bichvan Boyles
Department Coordinator:	Brittany Tuggle

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

11
TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER
DISTRICT

MONTHLY SANITARY APPROVAL UPDATE

12
RESOLUTION NO. 25-229

IN THE MATTER OF DIRECTING THE COUNTY ENGINEER TO RE-ESTIMATE THE
CONSTRUCTION COST FOR THE WEBSTER-ARNOLD #355 DRAINAGE IMPROVEMENT
PROJECT:

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

WHEREAS, on June 27, 2022, the Delaware County Board of Commissioners adopted Resolution Nos. 22-539, 22-540, 22-541, 22-542, No. 22-543, and 22-544 finding in favor of the Webster-Arnold #355 Main South, Main North, and Lateral #1 drainage improvement project and ordering the letting of contracts for the same; and

WHEREAS, the County Engineer has solicited for public bids three separate times and has failed to receive a qualifying bid; and

WHEREAS, the County Engineer has deemed it necessary to revise the Engineer’s Estimate for the project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby directs the Delaware County Engineer to prepare a new estimate for the Webster-Arnold #355 Drainage Improvement Project, pursuant to section 6131.40 of the Revised Code, and to submit the revised estimate to this Board on or before May 1, 2025.

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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

13

RESOLUTION NO. 25-230**RESOLUTION 24-225 APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWCARE LLC FOR THE 2024-2025 ROADSIDE MOWING (NORTH):**

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

WHEREAS, on March 18, 2024, the Board of Commissioners, Delaware County, Ohio approved the Contract for 2024-2025 Roadside Mowing (North) with DR Lawncare LLC (the “Contract”); and

WHEREAS, the Contract was for services performed in 2024 and 2025, but only approved payment for services performed in 2024; and

WHEREAS, the Engineer recommends approval of the First Amendment to the Contract to approve payment for services performed in 2025;

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

Section 1. Approves the First Amendment to the Contract with DR Lawncare LLC for 2024-2025 Roadside Mowing (North) to approve payment for services performed in 2025 as follows:

**FIRST AMENDMENT TO CONTRACT
FOR 2024-2025 ROADSIDE MOWING (NORTH)**

This First Amendment to the Contract for 2024-2025 Roadside Mowing (North) (“First Amendment”) is entered into this April 7, 2025, by and between the Delaware County Commissioners (“Owner”), whose principal place of business is located at 91 N. Sandusky Street, Delaware, Ohio 43015 and DR Lawncare LLC (“Contractor”), whose principal place of business is located at 784 TR 1894, Ashland, Ohio 44805 (individually “Party” and collectively “Parties”).

WHEREAS, on March 18, 2024 the Parties approved the Contract for 2024-2025 Roadside Mowing (North) (“Contract”); and,

WHEREAS, the Parties now desire to amend the Contract.

NOW THEREFORE, the Parties agree as follows:

1. The following is added to Contract **Article 2. The Contract Price:**

“In addition to what was paid under the Contract for work performed in 2024, the Owner will pay the Contractor for the total of work performed in **2025** at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Fifty-Nine Thousand Four Hundred Eight Dollars and Eighty Cents (\$59,408.80), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for **2025** at Forty-Nine Thousand Four Hundred Eight Dollars and Eighty Cents (\$49,408.80), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).”

2. The maximum amount payable pursuant to this First Amendment is Fifty-Nine Thousand Four Hundred Eight Dollars and Eighty Cents (\$59,408.80).

3. This First Amendment may be executed in counterparts.

4. Any person executing this First Amendment in a representative capacity hereby warrants that they have authority to sign these documents or have been duly authorized by their principal to execute these documents on such principal’s behalf and are authorized to bind such principal.

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

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

Section 2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

Section 4. The Clerk shall provide a copy of this Resolution to the Delaware County, Ohio Engineer.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

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

14
RESOLUTION NO. 25-231

RESOLUTION 24-225 APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWCARE LLC FOR THE 2024-2025 ROADSIDE MOWING (SOUTH):

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

WHEREAS, on March 18, 2024, the Board of Commissioners, Delaware County, Ohio approved the Contract for 2024-2025 Roadside Mowing (South) with DR Lawncare LLC (the “Contract”); and

WHEREAS, the Contract was for services performed in 2024 and 2025, but only approved payment for services performed in 2024; and

WHEREAS, the Engineer recommends approval of the First Amendment to the Contract to approve payment for services performed in 2025;

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

Section 1. Approves the First Amendment to the Contract with DR Lawncare LLC for 2024-2025 Roadside Mowing (South) to approve payment for services performed in 2025 as follows:

FIRST AMENDMENT TO CONTRACT
FOR 2024-2025 ROADSIDE MOWING (SOUTH)

This First Amendment to the Contract for 2024-2025 Roadside Mowing (South) (“First Amendment”) is entered into this April 7, 2025, by and between the Delaware County Commissioners (“Owner”), whose principal place of business is located at 91 N. Sandusky Street, Delaware, Ohio 43015 and DR Lawncare LLC (“Contractor”), whose principal place of business is located at 784 TR 1894, Ashland, Ohio 44805 (individually “Party” and collectively “Parties”).

WHEREAS, on March 18, 2024 the Parties approved the Contract for 2024-2025 Roadside Mowing (South) (“Contract”); and,

WHEREAS, the Parties now desire to amend the Contract.

NOW THEREFORE, the Parties agree as follows:

1. The following is added to Contract **Article 2. The Contract Price:**

“In addition to what was paid under the Contract for work performed in 2024, the Owner will pay the Contractor for the total of work performed in **2025** at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-One Thousand Six Hundred Eighty-Nine Dollars and Forty Cents (\$61,689.40), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for **2025** at Fifty-One Thousand Six Hundred Eighty-Nine Dollars and Forty Cents (\$51,689.40), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).”
2. The maximum amount payable pursuant to this First Amendment is Sixty-One Thousand Six Hundred Eighty-Nine Dollars and Forty Cents (\$61,689.40).
3. This First Amendment may be executed in counterparts.
4. Any person executing this First Amendment in a representative capacity hereby warrants that they have authority to sign these documents or have been duly authorized by their principal to execute these documents on such principal’s behalf and are authorized to bind such principal.
5. In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
6. All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Section 2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

Section 4. The Clerk shall provide a copy of this Resolution to the Delaware County, Ohio Engineer.

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

15
RESOLUTION NO. 25-232

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a Padfoot Drum Roller for use in performing the office’s official duties; and

WHEREAS, the Board participates in the Sourcewell Cooperative Purchasing Program (“Sourcewell”), and the Padfoot Drum Roller is available for purchase through Sourcewell;

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

Section 1. The Board hereby authorizes the purchase of one Padfoot Drum Roller from Southeastern Equipment for the price of \$40,066.75. The equipment authorized to be purchased in this Section 1 shall be subject to Sourcewell Contract #060122-BAI, the terms and conditions of which are fully incorporated herein and of which the purchase order(s) shall be made a part.

Section 2. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

16
RESOLUTION NO. 25-233

IN THE MATTER OF AUTHORIZING DELAWARE COUNTY, OHIO TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION’S (ODOT) COOPERATIVE PURCHASING PROGRAM:

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

WHEREAS, section 5513.01(B) of the Revised Code provides the opportunity for counties and other governmental entities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, the Delaware County Engineer requests that the Delaware County Board of Commissioners (the “Board”) participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into, pursuant to section 5513.01(B) of the Revised Code;

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

Section 1. The Board hereby authorizes Delaware County, including the Delaware County Engineer, to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into, pursuant to section 5513.01(B) of the Revised Code.

Section 2. The Board hereby agrees to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. The Delaware County Engineer is hereby authorized to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Board participates, for items it receives pursuant to the contract.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

Section 4. The Board agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under section 5513.01(B) of the Revised Code. The Board agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Board may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 6. This Resolution shall be in full force and effect immediately upon adoption and shall remain in effect without the need for renewal until action by the Board to amend, repeal, or rescind this Resolution.

Section 7. The Clerk shall provide a certified copy of this Resolution to the Delaware County Engineer.

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

17
RESOLUTION NO. 25-234

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the County Engineer’s Office (“Engineer”) has a need for two (2) 2026 VHD64 F-300 Day cab trucks (“Trucks”) for use in performing the Engineer’s official duties; and

WHEREAS, the Board participates in ODOT’s Cooperative Purchasing Program (the “ODOT Program”) and the Trucks are available for purchase via the ODOT Program; and

WHEREAS, the purchase shall be subject to the ODOT Program’s contract #DOT02326-1, which is fully incorporated herein and, of which, the purchase orders issued for the purchase shall be made a part; and

WHEREAS, pursuant to R.C. § 5513.01(B), purchases made by political subdivisions through the ODOT Program are exempt from any competitive bidding requirements; and

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

Section 1. The Board, pursuant to ODOT Program’s contract #DOT02326-1, hereby authorizes the purchase of two (2) 2026 VHD64 F300 Day cab trucks from Fremont Volvo and GMC for the price of \$185,944.00, not to exceed \$371,888.00.

Section 2. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

18
RESOLUTION NO. 25-235

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR HYATTS ROAD WIDENING AT CLARKSHAW CROSSING AND CLARKSHAW CROSSING SECTION 2 PHASE A:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Hyatts Road Widening at Clarkshaw Crossing and Clarkshaw Crossing Section 2 Phase A;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Hyatts Road Widening at Clarkshaw Crossing and Clarkshaw Crossing Section 2 Phase A:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

Hyatts Road Widening at Clarkshaw Crossing:

OWNER’S AGREEMENT
PROJECT NUMBER: 25010

THIS AGREEMENT made and entered into this 7th day of April, 2025, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and M/I HOMES OF CENTRAL OHIO, LLC hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled Hyatts Road Widening at Clarkshaw Crossing which was approved by the County Engineer, hereinafter called the Plan, is governed by the following considerations to wit:

- 1) The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is part of this AGREEMENT.
- 2) The OWNER shall pay the entire cost and expense of said improvements.
- 3) The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$439,400.00 payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and current “Subdivision Regulations of Delaware County, Ohio”. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the acceptance of the improvements by the COUNTY.
- 4) It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit inspection fees in the amount of \$26,000.00 estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the project and acceptance of the improvements by the DELAWARE COUNTY COMMISSIONERS, the remaining amount in the fund shall be returned to the OWNER.
- 5) The OWNER is to complete all construction to the satisfaction of the COUNTY no later than March 1, 2026, and will receive an approval letter from the Delaware County Engineer as evidence of the OWNER’S release from responsibility to said project.
- 6) The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The OWNER will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.
- 8) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Engineer.
- 11) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to make the said improvements stipulated herein.

Clarkshaw Crossing Section 2 Phase A:

OWNER’S
AGREEMENT
PROJECT NUMBER: 24063

THIS AGREEMENT, executed on this 7th day of April, 2025, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Clarkshaw Crossing Sec 2 Ph A further identified as Project Number 24063 is governed by the following considerations to wit:

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

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025**

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Five Thousand Dollars and No Cents (\$35,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,673,400.00
CONSTRUCTION BOND AMOUNT	\$1,673,400.00
MAINTENANCE BOND AMOUNT	\$167,400.00
INSPECTION FEE DEPOSIT	\$35,000.00

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

19
RESOLUTION NO. 25-236

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR MARIGOLD AND BERLIN FARM WEST SECTION 5:

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

WHEREAS, Flavorful Produce LLC has submitted the plat of subdivision for Marigold, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the plat of subdivision for Berlin Farm West Section 5, 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 Marigold and Berlin Farm West Section 5:

Marigold:
Situating in the State of Ohio, County of Delaware, State of Ohio, Orange Township, Farm Lot 8, Section 2, Township 3, Range 18, United States Military Survey Lands, being all of a 9.217-acre tract of land, as conveyed to BOE, BTR Marigold Holdings, LLC, a Delaware Limited Liability Company, of Record in Official Record 2114, Page 1965, being of Record in the Recorder’s Office, Delaware County, Ohio.

Berlin Farm West Section 5:
Situating in the State of Ohio, County of Delaware, Township of Berlin, In Farm Lots 13 (1,004 ac) and 15 (20.273 ac), Quarter Township 2, Township 4, Range 18, United States Military Lands, containing 21.277 acres of land, more or less, said 21.277 acres being comprised of a part of each of those tracts of land, conveyed to M/I Homes of Central Ohio, LLC by deeds of record in Official Record 2038, Page 2620, and Official Record 2099, Page 546, Recorder’s Office, Delaware County, Ohio.

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

20
RESOLUTION NO. 25-237

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:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0043	SPD PERMITTING	WEISER RD	ROAD BORE
UT2025-0061	SPD PERMITTING	NORTON RD	ROAD BORE
UT2025-0062	SPD PERMITTING	IRWIN RD	ROAD BORE
UT2025-0063	COLUMBIA GAS	STEITZ RD	RELOCATE GAS MAIN
UT2025-0064	CONSOLIDATED COOP	N COUNTY LINE RD	REROUTE LINE
UT2025-0065	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTIC
UT2025-0066	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTIC
UT2025-0067	CROWN CASTLE	GREEN MEADOWS DR	PLACE HDPE DUCT
UT2025-0068	SPD PERMITTING	HIGHFIELD DR	ROAD BORE
UT2025-0069	AT & T	LIBERTY RD N	ROAD BORE
UT2025-0070	AEP	PEACHBLOW & PIATT RDS	REPLACE POLES
UT2025-0071	CINCINNATI BELL	VARIOUS	INSTAL FIBER OPTICS
UT2025-0072	FRONTIER	PEACHBLOW,WINTERBOURNE,+	ROAD BORE
UT2025-0073	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS
UT2025-0074	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS
UT2025-0075	FRONTIER	COLUMBUS PIKE	ROAD BORE
UT2025-0076	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS
UT2025-0077	SPD PERMITTING	NORTON WALDO RD	ROAD BORE
UT2025-0078	SPD PERMITTING	LEONARDSBURG RD	ROAD BORE
UT2025-0079	BRIGHTSPEED	LEWIS CENTER RD	RELOCATE FACILITIES
UT2025-0080	THAYER POWER	ST RT 3 & FROST RD	OVERLASHING
UT2025-0081	TEAM FISHEL	LAZELLE RD	PLACE HDPE
UT2025-0082	BRIGHTSPEED	FANCHER & COUNTY LINE RDS	RELOCATE FACILITIES
UT2025-0083	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTICS

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

21
RESOLUTION NO. 25-238

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-CR224-5.98 STEAMTOWN ROAD BRIDGE:

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

DEL-CR224-5.98 STEAMTOWN ROAD BRIDGE
Bid Opening: March 18, 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 project known as DEL-CR224-5.98 Steamtown Road Bridge:

CONTRACT

THIS AGREEMENT is made this 7th day of April, 2025, by and between Double Z Construction Company, 2550 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-CR224-5.98 Steamtown Road Bridge”, 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 Nine Hundred Ninety-Two Thousand Five Hundred Fifty Dollars and Fifty Cents (\$992,556.50) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

22
RESOLUTION NO. 25-239

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

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

WHEREAS, as a result of the bids opened March 19, 2025, for asphalt materials for 2025, the Engineer recommends that a non-exclusive bid award be made to Shelly & Sands, Inc.; Asphalt Materials, Inc.; Mid-Ohio Paving Inc.; The Shelly Company; Decker Materials Company; Phillips Oil Company; and Scioto Materials; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendation stated herein and approves a non-exclusive bid award to Shelly & Sands, Inc.; Asphalt Materials, Inc.; Mid-Ohio Paving, Inc.; The Shelly Company; Decker Materials Company; Phillips Oil Company; and Scioto Materials for asphalt materials for 2025.

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

23
RESOLUTION NO. 25-240

IN THE MATTER OF ESTABLISHING THE MAINTENANCE BOND FOR RAVINES AT HOOVER:

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

WHEREAS, the roadway construction has been completed for the project known as Ravines at Hoover (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 bonds 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, Romanelli & Hughes Building Company (the “Owner”) has provided a maintenance bond in the amount of \$215,090.00 for Ravines at Hoover to secure the Owner’s obligations during the one-year maintenance period;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$215,090.00 for the Project and places the Project on the required one-year maintenance period.

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

24
CHRIS BAUSERMAN, DELAWARE COUNTY ENGINEER

OPWC FUNDING UPDATE

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

25
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE NELSON #131 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY HARDSCRABBLE FARMS INC. AND OTHERS:

The Board of Commissioners opened the hearing at 10:06 A.M.
The Board of Commissioners closed the hearing at 10:32 A.M.

RESOLUTION NO. 25-241

IN THE MATTER OF DISMISSING THE NELSON #131 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY HARDSCRABBLE FARMS INC. AND OTHERS:

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

WHEREAS, on October 1, 2024, a petition for the Nelson #131 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on Monday January 13, 2025, the Board conducted a view of the proposed improvement; and

WHEREAS, on Monday April 7, 2025, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that (one or more of the following) the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare, or the estimated cost of the proposed improvement will exceed the benefits to be derived if it is constructed. Accordingly, the Board hereby dismisses the petition for the proposed improvement.

Section 2. The petitioners’ bond shall cover all the costs incurred in the proceedings, including the costs incurred by the engineer in making preliminary reports, pursuant to section 6131.09 of the Revised Code. The Board approves establishing a new organization key for the costs incurred during the Nelson #131 watershed Drainage Improvement Petition process 403114-xx.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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

26
ADMINISTRATOR REPORTS

Nothing to report.

27
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – will be attending the OCCO event at the State House tomorrow. OWU is renovating some residential properties with help from Land Bank.

Commissioner Merrell – will be attending the Powell State of the City tomorrow.

Commissioner Lewis – wanted to give thanks to all Delaware County departments for keeping the roads safe after the storm.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

28
RESOLUTION NO. 25-242

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, FOR PENDING OR
IMMINENT LITIGATION AND FOR COLLECTIVE BATGAINING:

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 session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

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

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

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

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

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

29
RESOLUTION NO. 25-243

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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

REGULAR SESSION BACK IN SESSION AT 11:30 A.M.

RECESS AT 11:40 A.M. / RECONVENE AT 12:07 P.M.

RESOLUTION NO. 25-244

IN THE MATTER OF AMENDING RESOLUTION NO. 25-175, CONFIRMING THE SEMIANNUAL
REVIEW OF INVESTMENT PROCEDURES AND ISSUING WRITTEN FINDINGS BASED ON
THE REVIEW:

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

WHEREAS, the Delaware County Investment Advisory Committee (the “Committee”) has established written county investment policies, pursuant to section 135.341 of the Revised Code; and

WHEREAS, pursuant to section 135.34 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may review semiannually the investment procedures of the investing authority, and when it is determined that the investing authority has failed to invest the inactive moneys of the county as provided by law, or in documented substantial, material, and continuing disregard of the advice or written policies of the Committee, the Board shall inform, by written notice, the investing authority of its finding; and

WHEREAS, as a result of the review of the investment procedures of the investing authority for the time period of January 1, 2024, through June 30, 2024, the Board adopted Resolution No. 24-759, confirming the semiannual review of investment procedures, issuing written findings based on the review, and providing written notice to the investing authority; and

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2025

WHEREAS, pursuant to section 135.34 of the Revised Code, if at the time of the next succeeding semiannual review, the Board finds that such procedures, as included in the written notice, have not been corrected, the Board may designate, by resolution, the Board as a whole, one of its members, or one of its employees as the investing authority, and thereafter, until such action is rescinded by resolution of the Board, the investing authority shall be as designated by the Board; and

WHEREAS, the Board conducted a review of the investment procedures of the investing authority for the time period of July 1, 2024, through December 31, 2024, and adopted Resolution No. 25-175, confirming the semiannual review of the investment procedures, issuing written findings based on the review, and providing written notice to the investing authority; and

WHEREAS, the Board elected to not designate a replacement investing authority but now wishes to amend Resolution No. 25-175 to exercise its authority to designate a replacement investing authority;

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

Section 1. The Board hereby amends Resolution No. 25-175 by deleting Section 3 thereof and replacing it with the following:

Section 3. The Board hereby designates Justin Nahvi, Director of Finance, as the investing authority, replacing the Delaware County Treasurer immediately upon adoption of this amendment and until the designation is rescinded or a new designation is made by further resolution of the Board. The Board also directs the Board’s legal counsel to initiate, prosecute, and defend any legal action necessary as a result of the designation made herein.

Section 2. The Board hereby directs the Clerk of the Board to provide written notice and a copy of this Resolution to the Delaware County Treasurer informing him of the Board’s findings.

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners