

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 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 - Absent

1
RESOLUTION NO. 25-475

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 23, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-476

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0625:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0625 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P25000570) Dalmatian	Land and Buildings	10011105-5325	\$20,450.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2503507	EPS	VIDEO SERVER REPLACEMENT - COURTHOUSE	40111402 - 5450	\$ 39,762.70

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

4
RESOLUTION NO. 25-477

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE
PETITIONER, THOMAS L. HART, REQUESTING ANNEXATION OF 44.05 ACRES OF LAND IN
BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on May 30, 2025, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Thomas L. Hart, agent for the petitioner, requesting annexation of 44.05 acres, more or less, from Berlin Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

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

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petition requesting annexation of 44.05 acres, more or less, from Berlin Township to the City of Delaware.

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

5
RESOLUTION NO. 25-478

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office is requesting that Aric Hochstettler attend Artificial Intelligence Law 2025, an Online Course, at the cost of \$1,495.00.

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

6
DR. TONIA R. PACE, EXECUTIVE DIRECTOR, HELPLINE

INTRODUCTION/PRESENTATION

7
RESOLUTION NO. 25-479

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR 2023
LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE
DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

FIRST AMENDMENT TO AGREEMENT FOR
2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE AND
DELAWARE COUNTY COMMISSIONERS

This First Amendment to the 2023 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, “Agreement”), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (“ODA”), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter “Local Sponsor”), located at 91 North Sandusky, Delaware, OH 43015 (hereinafter “Local Sponsor”).

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on April 21, 2023 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (“LAEPP”) 2023, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A – Scope of Work), to provide for changes necessitated by:
 - a. The passage of the FY 2024/2025 biennium;
 - b. The total awarded funds of \$184,921 increased by \$112,107 from the following sources. The new total available is \$297,028. The available funds shall be disbursed as outlined in Exhibit B – Property/Funds;
 - i. Funding from the Application Processing Reduction Plan (APRP – Exhibit J) was deducted from LAEPP 2023 and added to LAEPP 2022 in the amount of \$42,984;
 - ii. Funding from the APRP – Exhibit J was added to LAEPP 2023 from LAEPP 2024 in the amount of \$34,200. Additionally, this Local Sponsor did not have any applicants for LAEPP 2024;
 - iii. Additional funding in the amount of \$120,891 was added;
3. NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s) is attached hereto as Exhibits 1, and incorporated herein by reference if fully rewritten.
2. Article II - SCOPE OF WORK

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Delete paragraph 2.5, insert the following:

“The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2025. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.”

3. Article III - TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

“The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2025. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.”

Delete paragraph 3.2, insert the following:

“This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2025, unless renewed as provided for herein.”

Delete paragraph 3.3, insert the following:

“As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2025. This contract may be renewed, at ODA’s option, for a period of one (1) year upon the same terms contained herein.”

4. Article IV. - ODA’S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

“Subject to the terms and conditions herein and upon execution of this Agreement, ODA hereby grants to the Local Sponsor funds in the aggregate amount of \$297,028.00 (Two Hundred Ninety-Seven Thousand Twenty-Eight and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the properties approved by the Director of ODA and identified on the attached Exhibit B – Property/Funds.” Notwithstanding anything to the contrary herein, it expressly understood that funding for the grants awarded by the ODA under this Agreement are contingent upon the availability and receipt of all necessary appropriations. If the Ohio General Assembly or any third- party (e.g., USDA/NRCS) providing funding fails at any time to continue funding for the grants or any other obligation made by the ODA hereunder, the ODA will be released from its obligation on the date the funding expires. If appropriations are approved, the ODA may continue this Agreement beyond the date set forth in Article III as provided by paragraph 3.1. Any obligations of the ODA under this Agreement are subject to Sections 126.07 and 126.14 of the Ohio Revised Code. Further, funding for the grants awarded herein is contingent on the Local Sponsor’s performance of all its obligations under this Agreement.”

5. Exhibit A – SCOPE OF WORK

Delete paragraph F, insert the following:

“The parties shall mutually agree to a closing date, but in no event later than June 30, 2025 unless otherwise agreed in writing by ODA.”

6. Exhibit B – PROPERTY/FUNDS

Update the template with grant information and insert the following item(s) attached:

- Lanum (STB3 – 53 ac) - Farm ID 11149
- Sherman, R (83 ac) – Farm ID 11150
- Stratford (11 ac) – Farm ID 11148

7. Exhibit J – APPLICATION PROCESSING REDUCTION PLAN

Insert Exhibit J.

8. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.

9. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

(Copy of Exhibits can be found at the Commissioners’ Office until no longer of administrative value)

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

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RESOLUTION NO. 25-480

IN THE MATTER OF APPROVING THE 2026 BUDGET FOR THE DELAWARE COUNTY
VETERANS SERVICE COMMISSION AND AUTHORIZING THE NECESSARY LEVY TO RAISE
THE AMOUNT APPROVED:

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

WHEREAS, pursuant to section 5901.11 of the Revised Code, on or before the last Monday in May in each year, the Delaware County Veterans Service Commission (the “Commission”) shall meet and determine in an itemized manner the probable amount necessary for the aid and financial assistance of persons entitled to such aid and assistance and for the operation of the veterans service office for the ensuing year and prepare and submit a budget to the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, the Commission has prepared and submitted its budget for 2026, in accordance with section 5901.11 of the Revised Code, for the Board’s review and approval; and

WHEREAS, the Board, having conducted a review of the proposed budget, shall appropriate funds to the Commission and make the necessary levy, not to exceed five-tenths of a mill per dollar on the assessed value of the property of the county, to raise the amount that the Board approves;

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

Section 1. The Board hereby approves the 2026 budget for the Delaware County Veterans Service Commission, as follows:

5001	Salaries	\$902,000
5004	Overtime	\$5,000
500 Total		\$907,000
5101	Health Insurance	\$170,000
5102	Workers Comp	\$9,100
5120	OPERS	\$127,000
5131	Medicare	\$13,200
510 Total		\$319,300
5201	Gen Supplies & Equip <1000	\$75,000
5215	Program Supplies	\$100
5217	Books and Periodicals	\$100
5224	Uniforms and Clothing	\$3,000
5228	Maint & Repair Supply	\$1,000
5250	Minor tools, equip <\$1000	\$2,000
5260	Inv Tools 1000-4999	\$6,000
5294	Food Supplies	\$4,000
520 Total		\$91,200
5301	Contracted Prof Services	\$255,000
5305	Training	\$3,000
5308	Membership	\$1,200
5309	Travel Mileage Reimbursement	\$15,000
5310	Travel Nontaxable	\$5,000
5311	Taxable Travel Reimbursement	\$300
5312	Advertising & Legal Notices	\$150,000
5313	Printing	\$2,000
5316	Application/License Fees	\$1,000
5317	Public Relations & Promotions	\$110,000
5320	Software and Computer	\$160,000

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5325	Maint Contracts & Agreements	\$1,300
5328	Maint/Repair	\$2,000
5330	Communication Services	\$3,000
5331	Postal/Freight	\$1,000
5332	Cell	\$3,000
5335	Rental	\$125,000
5338	Utilities	\$20,000
5342	Medical/Health Services	\$100
5348	Client Services	\$490,000
5355	Transportation Services	\$65,000
5360	Court Related Services	\$50,000
5380	Other Services	\$100
5381	Catering Services	\$20,000
530 Total		\$1,483,000
5400	Capital	\$450,000
540 Total		\$450,000
	Total	\$3,250,500

Section 2. The Board hereby authorizes and directs the Delaware County Auditor to make the necessary levy, pursuant to section 5901.11 of the Revised Code, in the amount of 0.236 mills per dollar on the assessed value of the property of the county, to raise the amount approved in Section 1 hereof.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Delaware County Auditor and the Delaware County Veterans Service Commission.

Section 4. It is found and determined that all formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board resulting 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 5. This Resolution shall be effective immediately upon adoption.

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

9
RESOLUTION NO. 25-481

IN THE MATTER OF APPROVING A CONTRACT WITH GARLAND/DBS, INC. FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY BUILDING ENVELOPE PROJECT (2025 PHASE):

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

WHEREAS, the Sanitary Engineer recommends building repairs at the Lower Scioto Water Reclamation Facility; and

WHEREAS, the materials and services necessary for the repairs are available for purchase through the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the materials and services through the Program;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby approves a contract with Garland/DBS, Inc., for the Building Envelope Project at the Lower Scioto Water Reclamation Facility (2025 Phase), in accordance with the Program, pursuant to the contract and terms and conditions set forth in the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group RFP#COG-2133.

Section 2. This Resolution shall take effect immediately upon adoption.

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**CONTRACT FOR
JOB # 91-OH-250018**

BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT AND GARLAND/DBS, INC. FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY BUILDING ENVELOPE PROJECT (2025 PHASE).

- 1.) This CONTRACT is made at Delaware County as of June 26th, 2025, ("Effective Date"), by and between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Regional Sewer District located at 1610 State Route 521, Delaware, Ohio 43015 (hereinafter designated the "CUSTOMER"), and Garland/DBS, Inc., located at 3800 East 91st Street Cleveland, OH 44105 (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Building Project (All options on Exhibit A – Proposal 91-OH-250018) located at 6579 Moore Road, Delaware, Ohio 43015 as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal #91-OH-250018 dated 3/17/2025 submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. This CONTRACT is entered into, pursuant to pricing established under the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group RFP#COG-2133, which is, by this reference, fully incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits or other documents incorporated by reference, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **325** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. Project scheduling will be agreed upon at the preconstruction meeting. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$273,078.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed and materials purchased to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the

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CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.

- 7.) All the work done under this CONTRACT shall be performed under the oversight of _____ the Delaware County Sanitary Engineer, or her designee, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$273,078.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **Delaware County, Ohio** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.
- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for the price of supplies and services delivered under the CONTRACT or Purchase Order.
- 12.) This CONTRACT, and those documents incorporated by reference herein, shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) This Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, so each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and

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their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.

- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Delaware County, Ohio**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party.

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

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

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MONTHLY SANITARY APPROVAL UPDATE

11
ADMINISTRATOR REPORTS

CA Davies – thanks to the Facilities Department for keeping all of the County's AC units working

DCA Huston – wants to recognize Robert Anderson (JFS) on receiving a National Award

12
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – will be attending the Del Mor open house event, the COAAA meeting and the Preservation Parks Gala tonight

Commissioner Lewis – will be attending the Regional Planning meeting and the Preservation Parks Gala

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RESOLUTION NO. 25-482

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR PENDING OR

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IMMINENT LITIGATION, FOR COLLECTIVE BARGAINING AND CONFIDENTIAL
INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mr. Benton, seconded by Mrs. Lewis, 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, for Collective Bargaining and Confidential Information related to Economic Development.

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

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RESOLUTION NO. 25-483

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

OTHER BUSINESS
RESOLUTION NO. 25-484

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE
COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS, THE 911 CENTER AND THE OHIO
PATROLMEN’S BENEVOLENT ASSOCIATION:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to adopt, and authorize the County Administrator to execute the following memorandum of understanding:

This Memorandum of Understanding (MOU) is entered into between Delaware County Commissioners (Employer) and the Ohio Patrolmen’s Benevolent Association (Union) for purposes of modifying Article 14 Hours of Work and Overtime, Section 14.3 Equalization of Overtime of the Collective Bargaining Agreement

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(CBA) between them covering the term January 1, 2024 through December 31, 2026; SERB Case No. 2023-MED-10-0882,

Memorandum of Understanding

This memorandum of understanding is entered into by and between the Ohio Patrolmen's Benevolent Association (OPBA) and the Delaware County 911 Center (County). This MOU replaces the provisions of Article 14, section 14.3 of the current collective bargaining agreement between the OPBA and the County as if fully set forth in the agreement. Any alleged violations of this MOU are subject to the grievance and arbitration provisions in the collective bargaining agreement.

Section 14.3 Equalization of Overtime. The Employer shall make reasonable efforts to equalize opportunities for available overtime.

Except in emergency situations, the Employer shall post available overtime opportunities and shall attempt to evenly distribute, as far as practicable, overtime to employees.

- A. When employees are assigned overtime, whether mandated or voluntary, they move to the bottom of the overtime list. Scheduled overtime shall be awarded based on the employee at or closest to the top of the overtime list.
- B. Scheduled overtime opportunities are those known to the Employer seventy-two (72) hours or more in advance. The Employer will post scheduled overtime opportunities in advance by listing the opportunity on the agency's electronic scheduling software program. Overtime opportunities will be posted for a minimum of forty-eight (48) hours and shall indicate the date and time the overtime opportunity will be assigned.
- C. Incidental overtime opportunities, which result from last-minute call-offs or other unforeseen circumstances, shall first be offered to the employees who are on duty. Incidental overtime opportunities are those known to the Employer less than seventy-two (72) hours in advance. If multiple employees volunteer for the overtime opportunity, it shall be awarded to the employee at or closest to the top of the overtime list. If no employee on duty accepts the overtime opportunity, a page will go out to all other employees via the notification software. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.
- D. If the proper procedure in section C above has been followed and sufficient staffing has not been obtained to fill the overtime opportunity, then the Employer may fill the remaining staffing requirement for the overtime by mandating the employee(s) on the adjacent contiguous shift(s).
- E. Mandated overtime shall be awarded based on the employee(s) at or closest to the top of the overtime list contiguous to the shift requiring coverage.
- F. Employees coming off their regularly scheduled day off will be at the bottom of the list for purposes of mandating.
- G. Ineligibility for Mandatory Overtime

There may be circumstances where an employee is not eligible to be mandated to work overtime. Except in cases of emergency, employees shall not be mandated to work with less than an eight (8) hour turnaround nor more than twelve (12) continuous hours.

- 1. An employee shall not be mandated if the mandate would interfere with a previously scheduled physician's appointment. Documentation from the physician's office shall be provided within 24 hours of the request, including the date and time of the appointment and the date when the appointment was scheduled.
- 2. An employee shall not be mandated if the mandate would interfere with a previously scheduled employee shift trade.
- 3. When an employee is assigned mandatory overtime and utilizes a mandatory overtime waiver, the employee is ineligible to work mandated overtime before their next scheduled shift. The employee is eligible for mandated overtime that immediately follows their next scheduled shift.

Mandatory Overtime Waivers

There may be times when an employee finds that a mandate to work overtime significantly interferes with off-duty time and creates a significant hardship. Full-time employees shall be granted one (1) mandatory overtime waiver on January 1st each year. Newly hired full-time employees shall be eligible to use their mandatory overtime waiver beginning on their first scheduled day of work after the completion of their new hire training period. Waivers shall be used in the following manner:

- 1. After an employee uses a waiver, the waiver may be earned back in the following way:
 - a. After the completion of six (6) months of not using unscheduled leave (calling off) from the date of the use of the waiver.
- 2. An employee shall have only one (1) mandatory overtime waiver at a time. Waivers do not accumulate or carry over.
- 3. Mandatory overtime waivers cannot be traded, shared, or passed to other employees.

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4. Mandatory overtime waivers are not valid on these days:

a. New Year’s Eve Dayb. New Year’s Dayc. Independence Dayd. Jugette Daye. Jug Dayf. Thanksgiving Dayg. Christmas Eve Dayh. Christmas Dayi. Dates as determined by operational need (e.g., Solar Eclipse, special event, training, no one else to mandate, etc.).
5. Only one waiver may be used in a twenty-four (24) hour period. Should multiple waivers be received for the same twenty-four (24) hour period, the waiver submitted first will be granted.

Using a mandatory waiver will prevent the employee from being mandated for their upcoming mandate. Waivers shall normally be granted in accordance with these parameters. However, should there be no other employees eligible for mandating, the waiver may be denied.

OPBA	Date	County	Date
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This memorandum shall:

1. Not affect any other provisions of the agreement.

Vote on Motion	Mr. Benton	Aye	Mrs. Lewis	Aye	Mr. Merrell	Absent
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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners