

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 7, 2019

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. Final Hearing By The Commissioners For The Ruder West Drainage Improvement Petition Project

1
RESOLUTION NO. 19-193

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 4, 2019:

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 March 4, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-194

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0306, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0306:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0306, memo transfers in batch numbers MTAPR0306 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1902162	FASS CONSULTING LLC	INJURY FREE TRAIN THE TRAINER	10011303 - 5305	\$7,790.00
R1902385	CHUCKS SEPTIC TANK SEWER &	SERVICE TO REPAIR MANHOLES	66211900 - 5328	\$25,000.00
R1902389	ITC TECHNOLOGY TEAM INC	2019 CAD SOFTWARE	21711326 - 5320	\$34,912.71
R1902405	HELPING HANDS CENTER FOR SPECIAL NEEDS	BRIDGEWAY ACADEMY SUMMER CAMP	70161605 - 5348	\$5,001.00
R1902421	SCHOOLEY CALDWELL ASSOC	PHASE III HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$231,000.00

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

4
RESOLUTION NO. 19-195

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Department is requesting that Chief Mike Schuiling and Assistant Chief Eric Burgess attend an Israeli Leadership Institute-Recovery and Sustainability Post Terrorism Event in Delaware County, Ohio on March 21, 2019 at the cost of \$200.00 (fund number 100111303).

The Emergency Medical Department is requesting that Lieutenant Hiro Kobayashi attend an OSU Leadership

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Conference in Columbus, Ohio on April 4, 2019 at the cost of \$75.00 (fund number 100111303).

The Juvenile/Probate Court is requesting that Judge David Hejmanowski attend a NCJFCJ Annual Conference in Orlando, Florida from July 26-31, 2019 at the cost of \$2,280.00 (fund number 27826325).

The Child Support Enforcement Agency is requesting that Wendy Shannon attend a Hearing Officer Roundtable in Mt. Vernon, Ohio on March 7, 2019 at no cost.

The Records Center is requesting that Christine Shaw, Sharrie Doubikin, Jamie Davenport and Karen Colbree attend a Concepts in Records Management: Electronic Records Webinar on March 19, 2019 at the cost of \$20.00.

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

**5
RESOLUTION NO. 19-196**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORTS FOR THE MONTHS OF NOVEMBER 2018, DECEMBER 2018, JANUARY 2019, AND FEBRUARY 2019:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly reports for November 2018, December 2018, January 2019, and February 2019;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Reports for the months of November 2018, December 2018, January 2019, and February 2019.

Section 2. The Board hereby allows the expenses contained in the monthly reports.

(Copies available for review at the Commissioners' Office until no longer of administrative value.)

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

**6
RESOLUTION NO. 19-197**

IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 100.648 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on February 7, 2019, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, agent for the petitioners, of 100.648 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 the Delaware County Board of Commissioners grants the annexation petition request to annex 100.648 acres, more or less, in Berlin Township to the City of Delaware.

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

**7
RESOLUTION NO. 19-198**

IN THE MATTER OF APPROVING AN AGREEMENT FOR INMATE HEALTH SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL BETWEEN DELAWARE COUNTY AND SOUTHERN HEALTH PARTNERS, INC.:

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

WHEREAS, the Sheriff's Office and Staff recommend approval of an agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County and Southern Health Partners, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County and Southern Health Partners, Inc.:

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Delaware County, Ohio (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter to as "SHP"), is entered into as of the 7th day of March, 2019. Services under this Agreement shall commence on April 1, 2019, and shall continue through March 31, 2022, in accordance with Section 6.1 and subject to renewal.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Delaware County Jail (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Delaware County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 **General Engagement.** County hereby contracts with SHP to provide for the delivery of medical dental and mental health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof as well as any provisions set forth in the county's RFP, unless otherwise specified.

1.2 **Scope of General Services.** The responsibility of SHP for medical care of an inmate commences with the booking (the processing of an arrestee, detainee, or other such person into the jail) and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, all prescription medications for County inmates (up to a maximum limit of \$35,000.00 per annual contract period), over-the-counter medications, medical supplies, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications (in excess of \$35,000.00 maximum limit per annual contract period provided by SHP), all biological products used to prevent diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 **Specialty Services.** In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical

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services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section No. 1.9 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs- Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications (in excess of \$35,000.00 maximum limit per annual contract period provided by SHP), all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$20,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$20,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$20,000.00, or in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

If the costs of all care as described in this Section 1.5 are less than \$20,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$20,000.00 annual limit. County acknowledges that at the end of each contract period, the cost pool billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be May 30 based on a contract period schedule ending on March 31 of each year. SHP will continue to process cost pool payments applicable to the prior contract period through May 30 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the May 30 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription medications (in excess of \$35,000.00 maximum limit per annual contract period provided by SHP), all biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPO solution for inmate Tuberculosis testing), all clinical lab procedures (inside and outside the Jail), all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail), all hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration: Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, though, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

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1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP or a county officer designee shall arrange all emergency ambulance transportation of inmates in accordance with Section No. 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will provide an on-site staffing plan averaging two hundred seventy-six (276) hours per week, according to a regular schedule of twenty-four (24) hours per day, seven (7) days per week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

Further, County acknowledges that SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays, and that there will be an allowance for a reasonable number of absences for medical staff vacation and sick days. SHP agrees to refund to the County any unfilled hours below the 276 per week (with the exception of the holiday hours for the RN Manager) on the next month's base fee billing. This will be calculated at the beginning of the following month. The refund will also include any hours worked by a LPN in place of the RN Manager, if applicable, to be calculated using the difference in the employees' rate of pay.

Further, County acknowledges there may be scenarios where SHP is unable to provide full staffing coverage, in these events, SHP agrees to refund the County the cost of the staffing hours not worked on the next month's base fee billing. SHP will have sufficient nursing personnel onsite to provide the level of care required.

It is understood the Professional Provider may be filled by a Physician, or Mid- Level Practitioner. Either will be duly licensed to practice medicine in the State of Ohio, and will be available to our nursing staff for resource, consultation and direction twenty- four (24) hours per day, seven (7) days per week.

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Delaware County, OH								
ADP = 220								
POSITION	S	M	T	W	T	F	S	HRS/WK
Professional Staff								
Medical Director (NP/PA)		5						5
Administrative Staff								
Medical Team Administrator (RN)		8	8	8	8	8		40
Support Staff								
LPN - Float Shifts	12		12	12	12	12	8	68
LPN - Day Shift	12	12	12	12	12	12	12	84
LPN - Night Shift	12	12	12	12	12	12	12	84
TOTAL HOURS								281

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

2.1.1 All employees of SHP shall be required to pass a criminal background check and pre-employment drug testing at the cost of SHP. All employees must pass any background checks conducted by the County, as well.

2.1.2 All employees of SHP entering the Jail are subject to search of their person and belongs by Jail Administration or his/her designee.

2.1.3 The Sheriff's Office, at its sole option, may refuse access to the jail by any SHP employee. SHP shall make reasonable efforts to promptly replace individuals who have been permanently prohibited from entering the jail.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Ohio law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national

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origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor

- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS.

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement SHP shall serve as the Records Custodian in all medical record matters involving the protected health information of each inmate, in accordance with all applicable laws.

Commencing on the effective date of this Agreement SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Ohio law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

County has elected to implement an electronic medical records system and acknowledges that, with the exception of the maintenance and hosting fees, and basic computer equipment necessary to facilitate use of the system, which will be paid by SHP, the County will be financially responsible for all costs to integrate the system. The costs of the maintenance and hosting fees, and basic computer equipment necessary to facilitate use of the system, will be included in the base compensation rate according to the following pricing schedule:

CONTRACT PERIOD	ANNUAL EMR COST	MONTHLY EMR COST
(Year 1) 10 months running from June 1, 2019 through March 31, 2020	\$10,150.00	\$1,015.00
(Year 2) 12 months running from April, 2020 through March 31, 2021	\$12,180.00	\$1,015.00
(Year 3) 12 months running from April 1, 2021 through March 31, 2022	\$12,180.00	\$1,015.00

3.2 Regular Reports by SHP to County. SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Ohio law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

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3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter County shall provide SHP, at SHP's request County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY.

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES.

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line, wireless internet access, and utilities and County will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels). SHP agrees to provide all non-reusable medical supplies that are usual and customary and cost less than \$100 per item.

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear expected, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement. SHP agrees to execute an acknowledgement of the equipment provided to them by the County within 30 days of the commencement of this contract.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 Medical Waste Disposal. SHP shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this agreement and in accordance with all applicable state laws and OSHA-regulated standards.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT.

6.1 Term. This Agreement shall commence on April 1, 2019. The initial term of this Agreement shall end on March 31, 2020, and this Agreement shall thereafter be automatically extended for two additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

6.2 Termination. This Agreement or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any

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time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County and after providing County a reasonable opportunity to cure the breach in the event of any of the following:

- (i) The safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section No. 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Delaware County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. During the initial term of this Agreement, effective April 1, 2019, through March 31, 2020, County will compensate SHP according to the following schedule of rates:

TWELVE-MONTH INITIAL PERIOD Effective April 1, 2019, through March 31, 2020	TWELVE-MONTH ANNUALIZED PRICE AND MONTHLY INSTALLMENTS	AVERAGE DAILY POPULATION LIMIT AND PER DIEM RATE
Two months running from April 1, 2019 through May 31, 2019	\$63,570.00 monthly \$762,840.00 (12-month annualized)	ADP limit: 220 inmates Per diem rate: \$1.25
Ten months running from June 1, 2019 through March 31, 2020	\$64,585.00 monthly \$775,020.00 (12-month annualized)	ADP limit: 220 inmates Per diem rate: \$1.25

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Based on the above schedule of rates, the total amount of prorated base compensation payable to SHP for the twelve-month period effective April 1, 2019, through March 31, 2020, will be \$772,990.00. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 220. If the average daily inmate population exceeds 220 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 220. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 220, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 225 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice. If, in any calendar month during the term of this Agreement, such month's average daily inmate population is less than 190 inmates the County shall receive a per diem credit of Twenty-five Cents (\$0.25) for each inmate less than 190.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. Annual renewals for the second through fifth year of the contract will not exceed the Consumer Price Index (CPI) for Medical Care in all urban areas as published by the United States Department of Labor. The amount of compensation shall increase by three percent (3%) for the renewal period effective April 1, 2020 and April 1, 2021, renewal periods effective, April 1, 2022 and April 1, 2023 will not exceed CPI. SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after April 1, 2024, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Delaware County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Delaware County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify

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County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

County shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers and shall bear its own costs and expenses in the event of a claim arising out of health care services provided to inmates.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. County: Delaware County Commission
101 N. Sandusky Street
Delaware, OH 43015
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, TN 37421
Attn: President

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Ohio, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction in Delaware County.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

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- 9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof
- 9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.10 Liaison. The Delaware County Sheriff or his designee shall serve as the liaison with SHP.
- 9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.
- 9.12 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.
- 9.17 Taxes. Delaware County, Ohio is a political subdivision and tax exempt. SHP shall not charge the County any tax and agrees to be responsible for all tax liability that accrues to SHP as a result of this Contract and the Services that SHP provides to the County pursuant to this Contract. County shall, upon request, provide SHP with proof of exemption.
- 9.18 Campaign Finance - Compliance with RC§ 3517.13. Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation , business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. SHP therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the Sheriff from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.
- 9.19 Certification for Findings for Recovery. By signature of its representative below, SHP hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Agent

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9.20 Independent Contractor Acknowledgement/No Contribution to OPERS.

Sheriff and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(0). The County has classified SHP as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of SHP and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. SHP acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If SHP is an individual or has less than five (5) employees, SHP, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If SHP has five (5) or more employees, SHP, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

9.21 Certification Regarding Personal Property Taxes. By signature of its representative below, SHP hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

9.22 Drug Free Environment. SHP agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. SHP shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

9.23 Competitive Bidding. Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is was required to be competitively bid.

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

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RESOLUTION NO. 19-199

IN THE MATTER OF CERTIFYING AND AUTHORIZING THE SIGNING OF THE ENVIRONMENTAL REVIEW RECORD AND AUTHORIZING THE SIGNING OF THE REQUEST FOR RELEASE OF FUNDS (RROF):

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved activity funding, per Resolution No. 18-1055 for CDBG Grant B-F-18-1AT-1; and

WHEREAS, the Board approved the request that ODSA allow Delaware County to use \$15,000 of the ED RLF for an Analysis of Impediments to Fair Housing per Resolution No. 19-145; and

WHEREAS, prior to release of the funds, an Environmental Review Record (ERR) must be completed and an assessment made on the positive and negative social, economic and environmental impacts; and

WHEREAS, the Delaware County Board of Commissioners authorized the publication of a notice of intent to request a release of Federal Funds (NOI/RROF) for PY2018 CDBG Grant funded activities per Resolution No. 18-1068, published by the Delaware Gazette on May 14, 2018; and

WHEREAS, once ODSA processing requirements are completed, an Environmental Release is sent to the chief executive officer authorizing activity funding to begin;

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

Section 1. The Board hereby certifies the Environmental Review Record and authorizes Commissioner Gary Merrell to sign the certification of exemption, request for release of funds and any necessary administrative documents in support of the ERR for this project.

Section 2. The Economic Development Coordinator is hereby directed to forward this resolution and supporting documents to the Office of Community Development, Ohio Development Services Agency.

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

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RESOLUTION NO. 19-200

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES GRANT FOR THE TRAINING OF PERSONNEL AND THE PURCHASE OF EQUIPMENT USED FOR TRAINING AND EDUCATION:

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

Grant #	EMS 0076
Source:	Ohio Department of Public Safety – Division of Emergency Medical Services
Grant Period:	March 1, 2019 – April 1, 2019
Grant Amount:	Unknown
Local Match:	<u>\$0.00 (no local matching funds)</u>
Total Grant Amount:	Unknown

WHEREAS, the Ohio Department of Public Safety (“ODPS”) offers grants in support of emergency medical services; and

WHEREAS, the Chief of Delaware County Emergency Medical Services (“DCEMS”) recommends approval of this Resolution to authorize submitting an application for an ODPS reimbursement grant that would provide monetary resources to assist DCEMS in training, equipping, and improving availability, accessibility and quality of service;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the submitting of an application for an ODPS grant for emergency medical services purposes as set forth herein.

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

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RESOLUTION NO. 19-201

IN THE MATTER OF APPROVING A RIGHT-OF-WAY EASEMENT AGREEMENT BETWEEN DEL-CO WATER COMPANY, INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that The Board of Commissioners of Delaware County Ohio, hereinafter collectively called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTOR in the State of Ohio, County of Delaware, within the corporation of Sunbury, and more particularly described as follows, to wit:

Parcel Number	Legal	Acreage
417-412-02-001-001	Lots 947 Sunbury Commerce Park Phase 2	0.73200

which property is located on the south side of W Granville St, and east of Commerce Dr the mailing address of which property is 283 W Granville St., Sunbury, Ohio, together with the right of ingress and egress over the GRANTOR’S adjacent lands, for the purpose of which the above-mentioned rights are granted.

The temporary easement, which is for construction purposes, applies only during construction, and is limited to twenty-five (25) feet in width, being 12½ feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to twelve (12) feet in width, being 6 feet on each side of and parallel with the centerline of the waterline or the centerline of the service line from the waterline to the meter, and a radius of three (3) feet from the center of the meter as finally laid and constructed across the lands of the within GRANTOR, said lines to be constructed as near as possible to the right-of-way of W Granville St and Commerce Dr or within existing utility easements.

The GRANTEE shall pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by

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GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTOR, one to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated.

The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10') horizontal separation and two feet (2') vertical separation zones and other buried utilities within a distance of five feet (5') horizontal separation and two feet (2') vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands and that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

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

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RESOLUTION NO. 19-202

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002, adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Historic Courthouse front lawn on March 29, 2019, with more than thirty participants at no fee.

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

ADMINISTRATOR REPORTS

-none

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended and Participated in the Meals-on-Wheels ride along event on Tuesday
- Attended the Ohio Wesleyan accreditation meeting
- On Friday will attend CEBCO meeting

Commissioner Merrell

- MORPC Executive meeting later today
- will Participated in a Meals-on-Wheels ride along event later this month

Commissioner Lewis

- Attend The National Commissioners' Conference In Washington DC-Justice And Safety
- Discussion on Direction to Aric Hochstettler, Assistant Prosecuting Attorney, on Pheasant Run

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in Concord Township vs. Pheasant Run in Liberty Township

RESOLUTION NO. 19-203

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, PROMOTION, AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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 employment, promotion, and compensation of a public employee or public official.

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

RESOLUTION NO. 19-204

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 19-205

FINAL HEARING FOR THE RUDER WEST DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:05A.M..

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

RESOLUTION NO. 19-206

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 19-207

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE RUDER WEST DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 11:34A.M..

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

3 PARTS:

- MAIN
- LATERAL "A1"
- LATERAL "A2"

**Main Part Of Ruder West
RESOLUTION NO. 19-208**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE MAIN PART OF THE RUDER WEST WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on February 3, 2006, a Drainage Improvement Petition, for the Ruder #86 and Toot #98 Watersheds, was filed with the Delaware County Board of Commissioners (the "Board"); and

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 20, 2017 Jeff and Margaret Steen filed an amendment application requesting that the Ruder West portion of the project be evaluated as an independent project, separated from the larger, original project ("Steen Application"); and

WHEREAS, the Board on April 12, 2018, adopted Resolution No. 18-407 directing the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder West "Steen Application" Drainage Improvement Project; and

WHEREAS, the Board on March 7, 2019, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Main Part Of Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer for The Main Part Of Ruder West Drainage Improvement Petition Project; and

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.

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

**Main Part Of Ruder West
RESOLUTION NO. 19-209**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE MAIN PART OF THE RUDER WEST DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Board on March 7, 2019 held a final public hearing and with resolution NO. 19-208 found affirming order for The Main Part of the Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

The Board hereby approves The Main Part of the Ruder West Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer; and

FURTHER BE IT RESOLVED, That once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement; and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid

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documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement; and

FURTHER BE IT RESOLVED, That the Board fixes as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio; and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

Lateral "A1"

RESOLUTION NO. 19-210

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE LATERAL "A1" OF THE RUDER WEST WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on February 3, 2006, a Drainage Improvement Petition, for the Ruder #86 and Toot #98 Watersheds, was filed with the Delaware County Board of Commissioners (the "Board"); and

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 20, 2017 Jeff and Margaret Steen filed an amendment application requesting that the Ruder West portion of the project be evaluated as an independent project, separated from the larger, original project ("Steen Application"); and

WHEREAS, the Board on April 12, 2018, adopted Resolution No. 18-407 directing the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder West "Steen Application" Drainage Improvement Project; and

WHEREAS, the Board on March 7, 2019, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Lateral "A1" of The Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, for The Lateral "A1" Of Ruder West Drainage Improvement Petition Project; and

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.

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

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**Lateral “A1”
RESOLUTION NO. 19-211**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE LATERAL “A1” OF THE RUDER WEST DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Board on March 7, 2019 held a final public hearing and with resolution NO. 19-210 found affirming order for The Lateral “A1” Of The Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

The Board hereby approves The Lateral “A1” Of The Ruder West Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer; and

FURTHER BE IT RESOLVED, That once the watershed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement; and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement; and

FURTHER BE IT RESOLVED, That the Board fixes as the date and time for the County Engineer to receive bids for the construction of the improvement , and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio; and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

RESOLUTION NO. 19-212 WAS NOT UTILIZED

**Lateral “A2”
RESOLUTION NO. 19-213**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE LATERAL “A2” OF THE RUDER WEST WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on February 3, 2006, a Drainage Improvement Petition, for the Ruder #86 and Toot #98 Watersheds, was filed with the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 20, 2017 Jeff and Margaret Steen filed an amendment application requesting that the Ruder West portion of the project be evaluated as an independent project, separated from the larger, original project (“Steen Application”); and

WHEREAS, the Board on April 12, 2018, adopted Resolution No. 18-407 directing the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder West “Steen Application” Drainage Improvement Project; and

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WHEREAS, the Board on March 7, 2019, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Lateral "A2" of The Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer for The Lateral "A2" Of Ruder West Drainage Improvement Petition Project; and

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.

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

**Lateral "A2"
RESOLUTION NO. 19-214**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE LATERAL "A2" OF THE RUDER WEST DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Board on March 7, 2019 held a final public hearing and with resolution NO. 19-213 found affirming order for The Lateral "A2" Of The Ruder West Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

The Board hereby approves The Lateral "A2" Of The Ruder West Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer; and

FURTHER BE IT RESOLVED, That once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement; and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement; and

FURTHER BE IT RESOLVED, That the Board fixes as the date and time for the County Engineer to receive bids for the construction of the improvement , and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio; and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners