



**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 23, 2020**

**4**

**RESOLUTION NO. 20-78**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Emergency Medical Department is requesting that Samuel Skipworth attend The Operative IQ Engage 2020 Conference in Atlanta, Georgia from April 20-22, 2020 at the cost of \$1720.00 (fund number 10011303).

The Emergency Medical Department is requesting that Captain Rachel Adkins attend The Operative IQ Engage 2020 Conference in Atlanta, Georgia from April 20-22, 2020 at the cost of \$1720.00 (fund number 10011303).

The Emergency Medical Department is requesting that Lieutenant Jim Griffith attend The Operative IQ Engage 2020 Conference in Atlanta, Georgia from April 20-22, 2020 at the cost of \$1720.00 (fund number 10011303).

The Emergency Medical Department is requesting that Lieutenant Josh Harper attend the ITLS Ohio Conference in Dublin, Ohio from February 28-29, 2020 at the cost of \$270.00 (fund number 10011303).

The Emergency Medical Department is requesting that Captain Joe Farmer attend a Leadership in Supervision: Framework to Success Course in Reynoldsburg, Ohio from June 1-2, 2020 at the cost of \$50.00 (fund number 10011303).

The Commissioners' Office is requesting that Bob Lamb attend the Annual Delaware Chamber of Commerce dinner in Columbus, Ohio on February 4, 2020 at the cost of \$87.08 (fund number 10011101).

The Emergency Medical Services Department is requesting that Assistant Chief Jennifer Cochran attend an iRest Yoga Nidra Level 1 Training in Columbus, Ohio from April 15,-19, 2020 at the cost of \$1652.60 (fund number 60211924).

The Regional Sewer District is requesting that Ken Matlack, Jon Wilson, Craig Sox and Robert Amato attend a Commercial Pesticide Applicator Recertification Conference in Columbus, Ohio on February 27, 2020 at a total cost of \$470.00 (fund 66211900).

The Child Support Enforcement Agency is requesting that Joyce Bowens attend Columbus District OCDA Meetings in various locations throughout Central Ohio from January 1-December 31, 2020 at the cost of \$60.00.

The Facilities Department is requesting that Robert VanHorn attend a Boiler Operations Maintenance & Safety Classes in Columbus, Ohio from February 26-27, 2020 at the cost of \$1,195.00 (fund number 10011105).

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

**5**

**RESOLUTION NO. 20-79**

**IN THE MATTER OF AMENDING BY SUBSTITUTION, RESOLUTION NO. 05-1406, A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF BERLIN TOWNSHIP COMMUNITY REINVESTMENT AREAS "A" AND "B" LOCATED IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO, AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM AND CREATING A COMMUNITY REINVESTMENT AREA HOUSING COUNCIL AND TAX INCENTIVE REVIEW COUNCIL:**

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

WHEREAS, the Delaware County Board of Commissioners (hereafter "Board") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of Berlin Township that have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing as required by Ohio Revised Code (ORC) Section 3735.66, has been prepared for the areas to be included in the proposed Community Reinvestment Areas (CRA's) "A" and "B", indicating that a lack reinvestment or investment in housing is occurring in said areas, and said survey is on file with the Berlin Township Zoning Office and Delaware County Economic Development Department; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

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WHEREAS, the remodeling of existing or the construction of new commercial and industrial structures in these Community Reinvestment Areas constitutes a public purpose for which real property exemptions may be granted;

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of County Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The areas designated as Berlin Township Community Reinvestment Areas "A" and "B" constitute areas in which housing facilities or structures of historical significance are located and new housing construction and / or repair of existing facilities or structures has been discouraged. The creation of Berlin Township Community Reinvestment Areas "A" and "B" will encourage development in these areas and provide job and economic growth activities.

Section 2. Pursuant to ORC 3735.66, Berlin Township Community Reinvestment Areas "A" and "B" are hereby established as represented on the maps and in the areas described in the attached Exhibit "A".

Section 3. Only commercial and industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Areas will be eligible for exemptions under this Program. Properties used for residential purposes shall be explicitly excluded from eligibility for exemptions under this Program.

Section 4. All property zoned for industrial and commercial purposes and identified in Exhibit "A" as being within the designated Community Reinvestment Areas is eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Section 5. Within the Community Reinvestment Areas, the percentage of tax exemption on the increase in the assessed valuation resulting from improvements to industrial and commercial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3735.67, and as follows:

- a) For remodeling of every industrial and / or commercial structure located within a designated Community reinvestment Area of at least five thousand dollars (\$5,000.00), an exemption period of up to 12 years may be granted. The term and percentage of for existing industrial and commercial facilities shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- b) For construction of every industrial and / or commercial structure located within a designated Community Reinvestment Area, an exemption period of up to 15 years may be granted. The term and percentage of exemptions for construction of new industrial and commercial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.

The terms and conditions of an agreement entered into under ORC 3735.65-3735.70 shall be set forth in a written agreement pursuant to ORC 3735.671.

Section 6. It is anticipated that the level of incentives available under the Community Reinvestment Area Program in Berlin Township shall be provided at a level that is acceptable to the affected school board of education. As such, the Delaware County Board of Commissioners shall adopt a set of guidelines and procedures to guide the use of tax incentives in each established CRA.

Section 7. All industrial and commercial projects are required to comply with the State of Ohio Department of Development CRA application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement – a minimum of \$500 up to a maximum of \$2,500 annually.

Section 8. To administer and implement the provisions of this Resolution, the Delaware County Economic Development Director, or his/her designee, is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 9. The Community Reinvestment Area Housing Council for CRA "A" and CRA "B" shall be created consisting of three members appointed by the Board of County Commissioners of Delaware County and two members appointed by the Delaware County Regional Planning Commission. The majority of the foregoing members shall then appoint two additional members who shall be residents of Berlin Township. Terms of the members of the council shall be for three years. An unexpired term resulting from a vacancy in the council shall be filled in the same manner as the initial appointment was made.

A Tax Incentive Review Council (TIRC) shall be established pursuant to ORC Section 5709.85 and shall consist of three representatives appointed by the Board of County Commissioner of Delaware County; two representatives of Berlin Township, appointed by the Board of Township Trustees of

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Berlin Township; the County Auditor or designee; and a representative of each affected board of education. At least two members must be residents of Berlin Township. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671 of the ORC and make written recommendations to the Commissioners as to continuing, modifying, or terminating said agreement based upon the performance of the agreement.

Section 10. The Delaware County Board of Commissioners reserves the right to re-evaluate the designation of the Berlin Township Community Reinvestment Areas annually after December 31, 2005, at which time the Commissioners may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 11. The Housing Council for the designated Community Reinvestment Areas, or designee, shall make an annual inspection of the properties within the Areas for which an exemption has been granted under Section 3735.67 of the ORC. The Housing Council shall also hear appeals under 3735.67 of the ORC.

Section 12. The Board hereby finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting of this Board, that all deliberations of the Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the ORC.

Section 13. That this resolution shall take effect and be in force from and after the earliest period allowed by law, and upon confirmation by the Board of Commissioners for Delaware County, and the Director of the Ohio Department of Development of the findings in this Resolution.

Section 14. Upon the approval of this request the Board of County Commissioners of Delaware County, the Director of the Delaware County Economic Development Department is hereby requested and authorized by the Board to petition the State of Ohio Director of Development to confirm the findings contained within this Resolution.

**Berlin Township, Delaware County, Ohio  
Enterprise Zone and Community Reinvestment Area - #1 – “A”  
Boundary Description**

Beginning at the intersection of Sweeney Road and US-36 / SR 37 in Berlin Township, which is the Point of Beginning (POB) for the Enterprise Zone and Community Reinvestment Area #1 – “A”; then proceeding eastward along the centerline of Baker Road to a point approximately 580 feet east of the intersection of Baker Road and Dunham Road; then proceeding along a line in a generally southerly direction along the westerly property line of Alum Creek State Park to a point of intersection with US-36 / SR-37; then heading in a south easterly direction along US-36 / SR-37, a distance of approximately 4160 feet, to a point at the southwest corner of Delaware County Tax parcel # 41811001048000; then proceeding along the westerly property line of said Tax parcel # to a point at the northwest corner of said parcel, a distance of approximately 670 feet; then proceeding in an easterly direction, a distance of approximately 2400 feet to a point located at the eastern boundary line of Berlin Township; then proceeding in a southerly direction for a distance of approximately 4150 feet along Three B’s & K Road / which is the easterly boundary line of Berlin Township to a point; then proceeding westward to a point approximately 1285 feet to the southwest corner of Delaware County Tax parcel # 41814001059000; then proceeding north a distance of approximately 1675 feet to a point at the northwest corner of Delaware County Tax parcel # 41814001060000; then west, a distance of approximately 700 feet to a point at the southwest corner of Delaware County Tax parcel # 41814001005000; then proceeding north a distance of approximately 1200 feet to a point at the southeast corner of Delaware County tax parcel # 41814001010000; then proceeding in a westerly then northwesterly direction along the westerly boundary of Alum Creek State Park to a point at the intersection of the park and US-36 / SR-37; then proceeding northwesterly along US-36 / SR-37 to a point approximately 3500 feet to the westerly boundary of Alum Creek State Park; then proceeding generally in a southerly direction to a point at the southernmost terminus of Dunham Road (Delaware County tax parcel # 41813001020000); then proceeding northward a distance of approximately 275 feet to the northwest corner of said Delaware County Tax parcel #; then proceeding westward a distance of approximately 250 feet to the southwest corner of Delaware County Tax parcel # 41813001021000; then proceeding northward a distance of approximately 3600 feet to a point located at the southeast corner of Delaware County Tax parcel # 41813001029000; then proceeding around 1350 feet west to the southwest corner of said Delaware County tax parcel #; then proceeding around 2365 feet north to the southeast corner of Delaware County tax parcel # 41812001050000; then proceeding west to the southwest corner of said Delaware County tax parcel #; then proceeding northerly around 580 feet to the southwest corner of Delaware County tax parcel #41812001046001; then proceeding west to the southwest corner of Delaware County tax parcel # 41812001046000; then proceeding north to the northwestern corner of said Delaware County tax parcel # at a point intersecting at US-36 / SR-37; then proceeding in a northwesterly direction along US-36 / SR-37 a distance of approximately 1000 feet; then proceeding south, west, south and then west again along the southeastern boundary of Delaware County tax parcel # 41812001035001 to a point intersecting with Lackey Old State Road; then proceeding southward along Lackey Old State Road a distance of approximately 2530 feet to a point at the intersection of Curve Road; then proceeding west around 4520 feet along Road to a point of intersection with Roloson Road; then proceeding along a line southward through the intersection of said line with

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Berlin Station Road to a point of intersection to a point approximately 8675 feet south of this intersection at the southeast corner of Delaware Tax parcel # 41824001070000; then proceeding southwesterly around 1775 feet along a line to a point located at the northeast corner of Delaware County tax parcel # 41832001006000; then proceeding south around 12225 feet along a line to a point located at the eastern terminus of Shanahan Road at the southeast corner of Delaware County tax parcel # 41834001055009; then proceeding in a westerly direction around 8075 feet along Shanahan Road, through its intersection with US-23 and continuing to a point at the western boundary of Berlin Township; then proceeding northward along the western Berlin Township line to a point of intersection with Peachblow Road; the proceeding east a distance of approximately 2720 feet to a point at the southeast corner of Delaware County Tax parcel #41833001032000; then proceeding northward for a distance of approximately 7030 feet to a point located at the northwest corner of Delaware County Tax parcel # 41832001016000; then proceeding eastward to a point of intersection with the Norfolk Southern Railroad; then proceeding northwest along said railroad to a point located at the southeast corner of Delaware County Tax parcel # 41823001031000; then proceeding west at a distance around 2000 feet along a line to a point at the northeast corner of Delaware Tax parcel # 41832001029000; then proceeding south then west along the property line of said tax parcel to a point of intersection with the westerly boundary line of Berlin Township; then proceeding north along a line along the westerly boundary line of Berlin Township, a distance of approximately 13330 feet, to a point of intersection with the railroad tracks; then proceeding southwesterly along said railroad tracks, a distance of approximately 5880 feet to a point at the intersection of Curve Road and Sweeney Road; then proceeding north along Sweeney Road to the Point Of Beginning; encompassing an area of approximately 6483.604 acres.

(Maps are on file with the Economic Development Department until no longer of administrative value)

**Berlin Township, Delaware County, Ohio  
Community Reinvestment Area - #2 – “B”  
Boundary Description**

Beginning at the intersection of Cheshire Road and Africa Road which is the Point of Beginning (POB) for Community Reinvestment Area #2 – “B”. Then proceeding easterly along Cheshire Road, a distance of approximately 300 feet to a point at the southwest corner of Delaware Tax parcel # 41841001022000; then proceeding north at a distance around 300 feet to the northwest corner of said Delaware County tax parcel #; then proceeding east at a distance around 175 feet to the northeast corner of said Delaware County tax parcel #; then proceeding north at a distance around 100 feet to the northwest corner of Delaware County tax parcel # 41841001021000, then proceeding east at a distance around 1500 feet along the boundary line of Alum Creek State Park to a point located at the northeastern corner of Delaware County Tax parcel # 41841001018000; then proceeding south at a distance around 430 feet to a point of intersection with Cheshire Road; then proceeding east along Cheshire Road at a distance around 385 feet to a point located at the northwest corner of Delaware County Tax parcel # 41841001070000; then proceeding south at a distance around 450 feet along this tax parcel to a point located at the southwest corner of said tax parcel; then proceeding in a westerly direction at a distance around 1725 feet to a point located at the northeast corner of Delaware County Tax parcel # 41841001067001; then proceeding south at a distance around 210 feet, then east at a distance around 110 feet, then south at a distance around 200 feet to the southeast corner of Delaware County tax parcel # 41841001067001; then proceeding west at a distance around 725 feet along said tax parcel to the southwest corner of Delaware County tax parcel # 41842001001000; then proceeding north along Africa Road at a distance around 925 feet to a point of intersection with the Point Of Beginning; encompassing an area of approximately 48.473 acres.

(Maps are on file with the Economic Development Department until no longer of administrative value)

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

**6  
RESOLUTION NO. 20-80**

**IN THE MATTER OF AMENDING BY SUBSTITUTION, RESOLUTION NO. 06-315, A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF THE LIBERTY TOWNSHIP COMMUNITY REINVESTMENT AREA LOCATED IN LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM AND CREATING A COMMUNITY REINVESTMENT AREA HOUSING COUNCIL AND TAX INCENTIVE REVIEW COUNCIL:**

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

WHEREAS, on November 14, 2005, the Director of the Ohio Department of Development confirmed and certified the creation of Community Reinvestment Area (“CRA”) No. 1A (Area No. 04105788-01) in Berlin Township; and

WHEREAS, the Delaware County Board of Commissioners (hereafter “Board”) desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of Berlin

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Township that have not enjoyed reinvestment from remodeling or new construction, by expanding the existing CRA Area No. 04105788-01 into an adjacent area of Liberty Township; and

WHEREAS, a survey of housing as required by Ohio Revised Code (ORC) Section 3735.66, has been prepared for the areas to be included in the proposed Community Reinvestment Area No. 04105788-01, indicating that a lack reinvestment or investment in housing is occurring in said areas, and said survey is on file with the Delaware County Economic Development Department; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the remodeling of existing or the construction of new commercial and industrial structures in these Community Reinvestment Areas constitutes a public purpose for which real property exemptions may be granted;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of County Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The area designated as Community Reinvestment Area No. 04105788-01 constitutes an area in which housing facilities or structures of historical significance are located and new housing construction and / or repair of existing facilities or structures has been discouraged. The expansion of Community Reinvestment Area No. 04105788-01 will encourage development in these areas and provide job and economic growth activities.

Section 2. Pursuant to ORC 3735.66, Community Reinvestment Area No. 04105788-01 is hereby expanded to include an adjacent area of Liberty Township as represented on the map and in the areas described in the attached Exhibit "A."

Section 3. Only commercial and industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Areas will be eligible for exemptions under this Program. Properties used for residential purposes shall be explicitly excluded from eligibility for exemptions under this Program.

Section 4. All property zoned for industrial and commercial purposes and identified in Exhibit "A" as being within the designated Community Reinvestment Areas is eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Section 5. Within the Community Reinvestment Areas, the percentage of tax exemption on the increase in the assessed valuation resulting from improvements to industrial and commercial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3735.67, and as follows:

- a) For remodeling of every industrial and / or commercial structure located within a designated Community reinvestment Area of at least five thousand dollars (\$5,000.00), an exemption period of up to 12 years may be granted. The term and percentage of for existing industrial and commercial facilities shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- b) For construction of every industrial and / or commercial structure located within a designated Community Reinvestment Area, an exemption period of up to 15 years may be granted. The term and percentage of exemptions for construction of new industrial and commercial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.

The terms and conditions of an agreement entered into under ORC 3735.65-3735.70 shall be set forth in a written agreement pursuant to ORC 3735.671.

Section 6. It is anticipated that the level of incentives available under the Community Reinvestment Area Program in Liberty Township shall be provided at a level that is acceptable to the affected school board of education. As such, the Delaware County Board of Commissioners shall adopt a set of guidelines and procedures to guide the use of tax incentives in each established CRA.

Section 7. All industrial and commercial projects are required to comply with the State of Ohio Department of Development CRA application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement – a minimum of \$500 up to a maximum of \$2,500 annually.

Section 8. To administer and implement the provisions of this Resolution, the Delaware County Economic Development Director, or his/her designee, is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.





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RESOLUTION NO. 20-81

IN THE MATTER OF APPROVING THE AMENDMENT OF ANY AND ALL EXISTING AND ACTIVE COMMUNITY REINVESTMENT AREA RESOLUTIONS AND/OR AGREEMENTS WITHIN DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has approved certain resolutions and/or agreements pursuant to sections 3735.65 through 3735.70 of the Revised Code, specifically the Ohio Community Reinvestment Area program; and

WHEREAS, the Board wishes to amend any and all of those resolutions and/or agreements to designate the Delaware County Economic Development Director, or his/her designee, to serve as the Housing Officer as described in sections 3735.65 through 3735.70 of the Revised Code; and

WHEREAS, the designation of the Housing officer pursuant to this Resolution shall supersede any and all previous resolutions and/or agreements; and

WHEREAS, all other portions of existing and active resolutions and/or agreements shall continue and be unaffected by this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby designates the Delaware County Economic Development Director, or his/her designee, to serve as the Housing Officer as described in sections 3735.65 through 3735.70 of the Revised Code.

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

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RESOLUTION NO. 20-82

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH NORTH AMERICAN ENVIRONMENTAL SERVICES, LLC FOR BYXBE CAMPUS ASBESTOS ABATEMENT:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with North American Environmental Services, LLC for Byxbe Campus Asbestos Abatement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with North American Environmental Services, LLC:

SERVICES AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of January, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and North American Environmental Services, LLC, 2842 Banwick Road, Columbus, Ohio 43232 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide "Services" in connection with the following "Project":  
Byxbe Campus Asbestos Abatement
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Proposal for Asbestos Abatement, 1610 State Route 521, Delaware, Proposal Number: NAES-19755A dated 12/17/2019
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.



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**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the annual lump sum fee shall be \$28,800.00.
- 4.3 Total compensation under this Agreement shall not exceed \$32,000.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Jon Melvin, Director of Facilities  
 Address: 1405 US Highway 23 North, Delaware, OH 43015  
 Telephone: 740 833-2283  
 Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Patrick Gulla  
 Address of Firm: 2842 Banwick Road  
 City, State, Zip: Columbus, Ohio 43232  
 Telephone: 614 332 3541  
 Email: patrick@Northamericanenviro.com

**6 PAYMENT**

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

**7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.

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- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 INDEMNIFICATION**

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

**10 INSURANCE**

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**11 MISCELLANEOUS TERMS AND CONDITIONS**

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
  
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
  
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
  
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
  
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
  
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor 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.
  
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**10  
RESOLUTION NO. 20-83**

**IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS FINAL REPORT FOR 2019:**

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

**Program Status Report (last half)  
Report of DKMM District Funds Spent**

Reports due: January 31, 2020  
Date of Report: January 9, 2020

AMOUNT OF FUNDS RECEIVED:	\$76,486.00
APPROVED CARRYOVER BALANCE	\$0.00
TOTAL FUNDS AVAILABLE	\$76,486.00

EXPENDITURES:

Salaries	\$47,008.86
Fringe Benefits	\$30,144.97
Advertising	\$1,048.40
Awards	\$97.65
Travel	\$253.41
Other	\$0.00

Total Expenditures \$78,589.29

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

**11  
RESOLUTION NO. 20-84**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:**

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

**Supplemental Appropriation**

23916104-5320	Elections Security Grant/Software Licenses	78.11
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**12  
ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports.

**13  
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-AAA Travel Magazine named several restaurants in Delaware County as good place to eat.  
-Attended the Bridges/Community Action meeting yesterday.  
-Thank you to Lee Bodnar for his service to Orange Township.

Commissioner Merrell  
-Attended the Martin Luther King, Jr. breakfast at Ohio Wesleyan Monday morning.  
-Attended the State of the City presentation last week.  
-Attended the Land Bank meeting yesterday. It was announced there that Lee Bodnar had resigned as Orange Township's Administrator.  
-The CCAO discussed Indigent Defense.

Commissioner Benton  
-Will be attending the Legislative Update tomorrow with Rep. Carfagna and Senator Brenner.  
-Ohio Wesleyan will hold its annual Community Day on Saturday.  
-Attended a meeting with ODOT (including Jack Marchbanks, Tom Slack, Pat Tiberi, Troy Balderson, Chris Bauserman, Ryan Rivers, Kenny McDonald, Steve Cuckler and Bill Bishop) to discuss how to better facilitate state/local projects.

**14  
RESOLUTION NO. 20-85**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:**

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

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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 appointment; compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

**RESOLUTION NO. 20-86**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners