

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 25, 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. Second Public Hearing To Consider Levying A Real Property Transfer Tax Pursuant To Section 322.02 Of The Revised Code

**1
RESOLUTION NO. 19-1153**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 21, 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 November 21, 2019; and

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

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

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

**2
PUBLIC COMMENT**
None

Administrator Frommer asked Director Fishel to give an update on "Fill the Medic" event at the Delaware Meijer yesterday.

**3
RESOLUTION NO. 19-1154**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1122 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1122:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1122, memo transfers in batch numbers MTAPR1122 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Valley Tire Co.	Service Center -parts	10011106-5226	\$ 2,500.00
Valley Tire Co.	Service Center -services	10011106-5328	\$ 6,100.00
Polydyne	Regional Sewer	66211900-5290	\$12,234.02

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

**4
RESOLUTION NO. 19-1155**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Caitlin Duda attend a Cath Lab Open House with Cardiac Emergencies at Avita Galion Community Hospital on December 4, 2019 at no cost.

The Child Support Enforcement Agency is requesting that Wendy Shannon attend an Administrative Hearing Officer Roundtable meeting at the Knox County CSEA offices on December 5, 2019 at no cost.

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The Commissioners' Office is requesting that Commissioner Merrell attend ED411 in Columbus, Ohio on December 6, 2019 at the cost of \$45.00 (fund number 10011101).

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

5
RESOLUTION NO. 19-1156

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 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 report for October 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 Report for the month of October 2019.

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

(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. 19-1157

IN THE MATTER OF SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BERKSHIRE TOWNSHIP BOARD OF TRUSTEES REQUESTING VACATION OF UNUSED PORTION OF OLD WILSON ROAD, TOWNSHIP ROAD 56, IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY, OHIO UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

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

WHEREAS, on November 15, 2019, the Delaware County Commissioners received a petition filed by the Berkshire Township Trustees, for the Delaware County Board of Commissioners to adopt a resolution ordering the vacation of an unused portion of Old Wilson Road, Township Road 56, in Berkshire Township, Delaware County, Ohio (the "Petition"); and

WHEREAS, pursuant to section 5553.045 of the Revised Code, the Board of Commissioners shall set a public hearing on the Petition within forty-five days of the date on which the Petition was filed;

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

Section 1. The Board shall hold a public hearing on the Petition on Monday December 23, 2019, at 9:45A.M. at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio.

Section 2. The Board hereby directs the Clerk of the Board to notify by regular mail the landowners abutting the unused portion of Old Wilson Road, Township Road 56, requested for vacation in the Petition. That notice shall be sent at least twenty days before the Board's public hearing, shall state that the Berkshire Township Board of Township Trustees has filed the Petition for vacation of the unused portion of Old Wilson Road, Township Road 56, and shall inform the landowners of the date, time, and place of the public hearing on the Petition. The notice shall be mailed to the addresses of the abutting landowners as they appear on the county auditor's current tax list or the county treasurer's mailing list.

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

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7**RESOLUTION NO. 19-1158**

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 25th day of November 2019 by and between the **Delaware County Board of Commissioners**, 101 North Sandusky Street, Delaware, Ohio 43015, ("**Commissioners**"), and **Title First Agency, Inc.**, 999 Polaris Pkwy, Suite 101, Columbus, Ohio 43240 ("**Contractor**"), *the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 ("**ODA**") shall be considered a third party beneficiary of this agreement who hereby agree as follows:*

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.
- 1.2 The Commissioners enter into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

- 2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.
- 2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.
- 2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work,

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including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

- 3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before _____TBD_____.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

- 4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.
- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.
- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments

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with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.

- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

ARTICLE VIII: RECORD KEEPING

- 8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal

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interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, 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, national origin, sexual orientation, military status, ancestry, or disability.
- 11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

- 13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.
- 13.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

- 14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.
- 14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

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- 17.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

- 19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

1). In case of the Commissioners to:
Delaware County Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015

2). In case of the Contractor, to:
Title First Agency, Inc.
999 Polaris Pkwy, Suite 101
Columbus, Ohio 43240

ARTICLE XX: HEADINGS

- 20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

- 21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

- 22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

- 23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

- 24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

- 25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

- 27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

- 28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

- 29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

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Exhibit A SCOPE OF WORK

A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
2. Costs incurred for title services will be reimbursed to the Commissioners and ODA through the title insurance company, as escrow agent, at closing by the respective landowner noted in Exhibit B as documented in the ODA approved settlement statement (HUD-I).

D. Closing

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.

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4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
7. Secure an Owners Policy of title insurance for ODA.

(Exhibits Available In the Commissioners' Office and Delaware County Soil and Water Conservation Office until No Longer Of Administrative Value).

Exhibit B

Newhouse

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: Gary L. and Yvonne G. Newhouse
 Property Location: Burnt Pond Road
 County: Delaware
 Township: Scioto

Parcel Number(s):	Acres:
20030001041000	70.01

Title Search:	\$400.00
Title Insurance:	\$140,020.00
Title Commitment:	\$140,020.00
Title Insurance Premium:	\$810.00
Settlement Fee:	\$300.00

Total: \$

Plus additional cost as needed:

Title Update and Recording:	\$75.00 per update
Copy Costs:	\$2.00/page
Courier Fee:	\$50.00

Title Search Due Date: TBD

Watkins

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: Teresa J. Watkins
 Property Location: Thomas Rd
 County: Delaware
 Township: Radnor

Parcel Number(s):	Acres:
62048001003000	20.30
62048001005000	97.00

Title Search:	\$400.00
Title Insurance:	\$234,600
Title Commitment:	\$234,600
Title Insurance Premium:	\$1,245.00
Settlement Fee:	\$300.00

Total: \$

Plus additional cost as needed:

Title Update and Recording:	\$75.00 per update
Copy Costs:	\$2.00/page
Courier Fee:	\$50.00

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Title Search Due Date: TBD

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

**8
RESOLUTION NO. 19-1159**

IN THE MATTER OF APPROVING ADDENDUM NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY, OHIO AND THE OHIO DEPARTMENT OF AGRICULTURE:

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

**ADDENDUM NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DELAWARE COUNTY, OHIO
AND
THE OHIO DEPARTMENT OF AGRICULTURE**

This Addendum No. 1 to the Memorandum of Understanding between the State of Ohio, acting by and through the Ohio Department of Agriculture (hereinafter “ODA”), 8995 East Main Street, Reynoldsburg, Ohio 43068-3399 and **the County of Delaware, Ohio** (hereinafter “Delaware County”), 101 North Sandusky Street, Delaware, Ohio 43015 (collectively referred to as the “Parties”) is made as of the last date written below. Both Parties agree as follows:

RECITALS

WHEREAS, on or about November 6, 2017, the Parties entered into a Memorandum of Understanding (“MOU”) whereby the Parties agreed to efficiently resolve situations where an existing right-of-way easement may need to be expanded for public safety purposes; and

WHEREAS, the MOU was recorded in the Miscellaneous Records of the Delaware County Recorder, Book 1539, Pages 1051–1055; and

WHEREAS, the Parties mutually acknowledge that a property currently under consideration for the purchase of an agricultural easement, identified as the property currently owned by Lynda Zee Pearce and Beverlee Ruth Rubin Jobrack consisting of ±92.94 acres on Porter Central Road and bearing Parcel Number 51640001079000 (the “Property”), may in the future be subject to acquisition or appropriation of additional road right-of-way for construction of a new road in accordance with the Delaware County thoroughfare plan (the “Project”); and

WHEREAS, the anticipated future acquisition is in excess of the limits specified in the MOU;

NOW THEREFORE, ODA and Delaware County agree to enter into this Addendum No. 1 to the MOU to efficiently resolve the specific situation impacting the Property.

Article I – Additional Responsibilities

Notwithstanding any other provision of the deed of agricultural easement for the Property, ODA will permit Delaware County to acquire agreed easements or rights-of-way along or across the Property for the purposes of the Project.

Delaware County shall submit for mutual review and negotiation any proposed plan for the Project. Upon completion of review and upon agreement with Parties, ODA will consent to such Project so long as the Project requires no more than seven (7) acres of public right-of-way from the Property. Parties agree to review and execute instruments necessary to expand any existing right of way or easement pursuant to this Addendum No. 1.

Parties will include in negotiations the appropriate remedy for the taking required for the Project. Possible remedies may include, but are not limited to, amendment of the agricultural easement, reimbursement of the proportionate share of purchase price, and extinguishment or partial extinguishment of the agricultural easement. Parties agree to execute required documentation to effectuate the agreed remedy.

Article II – Remaining Provisions

All other provisions of the MOU not specifically modified by this Addendum No. 1 shall remain in full force and effect.

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

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9

RESOLUTION NO. 19-1160

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

23916104-5320	Elections Security Grant/Software Licenses	50,411.00
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Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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10

RESOLUTION NO. 19-1161

IN THE MATTER OF APPROVING THE PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF CDBG AND HOME FUNDED ACTIVITIES:

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

WHEREAS, the Economic Development Director and Staff recommend approving the Programmatic Agreement for coordination between the Delaware County Commissioners and the Ohio Historic Preservation Office for the administration of CDBG and home funded activities;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Programmatic Agreement for coordination between the Delaware County Commissioners and the Ohio Historic Preservation Office for the administration of CDBG and home funded activities:

Delaware County, Ohio Programmatic Agreement (expires December 31, 2024)

**PROGRAMMATIC AGREEMENT
for Coordination
between
Delaware County, Ohio
and the
Ohio State Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities
Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency ("State"); and

WHEREAS, the State has awarded CDBG and other funds to Delaware County, Ohio (hereinafter referred to as "grantee"); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. § 306108); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of

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federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation 11.B.2.

II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.
 - c. Rental or purchase of equipment that does not physically impact buildings or sites.
 - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
 - f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
 - g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
 - h. Rehabilitation of mobile and manufactured homes.
 - i. Loans used to fund rehabilitations of buildings less than fifty years old.
2. Site Work
 - a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
 - b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
 - c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than than fifty years old.
 - f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
 - g. Repair, in kind replacement, or reconstruction of existing catch basins.
 - h. Replacement of utility meters on buildings in the same location as existing.

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3. Exterior Rehabilitation
 - a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair. Repainting of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repainting of foundation masonry is not exempt on the elevations that face the streets.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulate paint. No abrasive cleaning is permitted for the removal of any building materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.

4. Interior Rehabilitation
 - a. Repair of existing basement floors or the installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting allowed through roof or secondary wall.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.

- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation 11, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
 1. Project location, including a map;
 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 3. Color photographs of all elevations of the building or site;
 4. Date any buildings in the project area were built;
 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.

- B. This submission should include, and the SHPO will consider, the following information if it explains

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the grantee's decisions regarding National Register eligibility and effect:

1. Condition assessments for various historic elements;
 2. An explanation of the goals of the undertaking;
 3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
1. The SHPO concurs with the grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.

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- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 - 1. For each exempted undertaking the list will include the project location, the age of the building or its date of construction, a full description of each activity undertaken, PA Stipulation used to exempt project from review and name and title of grantee staff member who exempted project from review. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 - 2. The grantee should also include in their submission three (3) random samples of exempt projects, on buildings (50) years or older, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
 - 1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property

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- d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

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

11
RESOLUTION NO. 19-1162

IN THE MATTER OF ACCEPTING THE AWARD FROM THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Ohio Department of Mental Health and Addiction Services award (the "Grant"); and

WHEREAS, Delaware Juvenile Court's Adult & Juvenile Treatment Courts (ATC, JTC) provide incentive and support as participants pursue rehabilitation (Participants: juveniles adjudicated delinquent, or parents with open JFS cases, both the result of drug/alcohol misuse or mental illness; Combined, ATC & JTC dockets comprise 12-24 people, with annual rotations of 6-12 participants); and

WHEREAS, the requested \$51,716 will fund a portion of the Coordinator position, who maintains the Dockets' function and supervises the Treatment Court staff; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Court Administrator, Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	1800088
Source:	Ohio Department of Mental Health and Addiction Services
Grant Period:	07/01/2019 – 06/30/2020
Grant Amount:	\$51,716.00
Local Cash Match:	<u>\$0.00</u>
Total Grant Amount:	\$51,716.00

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

12
RESOLUTION NO. 19-1163

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IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	VOCA – Victim Services
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2019 – 09/30/2020
Grant (VOCA) Amount:	\$77,328.15
Grant (SVAA) Amount:	\$21,884.23
Local Cash Match:	<u>\$19,332.03</u>
Total Grant Amount:	\$118,544.41

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 to victims of juvenile crime.

Grant #	VOCA – Court Appointed Special Advocate
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2019 – 09/30/2020
Grant (VOCA) Amount:	\$265,841.76
Grant (SVAA) Amount:	\$1,918.00
Local Cash Match:	\$0.00
Local In-Kind Match:	<u>\$66,460.43</u>
Total Grant Amount:	\$334,220.19

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted. The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanence, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

**13
RESOLUTION NO. 19-1164**

IN THE MATTER OF APPROVING A VACATION AND RELEASE OF SANITARY SEWER EASEMENT IN THE CITY OF POWELL, DELAWARE COUNTY, OHIO (OFFICIAL RECORD 1636, PAGES 1368-1372):

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

WHEREAS, the Sanitary Engineer has received a request to vacate an existing sanitary sewer easement located at 183 N. Liberty Street, Powell; and

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WHEREAS, since the time of recording the easement on this parcel, the Sanitary Engineer has determined that the sanitary sewer necessary to serve the Morris Station development does not need to utilize this easement; and

WHEREAS, the Sanitary Engineer recommends approving a Vacation and Release of Sanitary Sewer Easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Vacation and Release of Easement:

VACATION AND RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the undersigned BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby permanently surrenders, vacates, and releases the Sanitary Sewer Easement granted to it by Harold Perry and Virginia L. Perry, husband and wife, and Cheryl Keenan, married, of record in Official Record Book 1636, Pages 1368-1372 Recorder's Office, Delaware County, Ohio, such surrendered, vacated, and released easement being described and depicted on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed on the date written below.

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

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RESOLUTION NO. 19-1165

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE PINES SECTION 2 & 3:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for The Pines Section 2 & 3;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for The Pines Section 2 & 3 for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 19-1166

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-197	WOW	South Old State Road	Place conduit by directional bore
U19-198	Columbia Gas	Brust Drive	Install gas main
U19-199	AT&T	Alston Grove Drive	Directional bore
U19-200	Columbia Gas	Hawks Nest at Highland Lakes	Install gas main

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

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RESOLUTION NO. 19-1167

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IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES FOR THE GLADE AT HIGHLAND LAKES SECTION 2; VINMAR VILLAGE SECTION 3; SCIOTO RIDGE CROSSING SECTION 1; SCIOTO RIDGE CROSSING SECTION 2; NELSON FARMS SECTION 2, PHASE B; AND NELSON FARMS SECTION 2, PHASE C, PARTS 1&2:

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

The Glade at Highland Lakes Section 2

WHEREAS, the Engineer has reviewed the roadway construction of the road within The Glade at Highland Lakes Section 2 and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadway within the The Glade at Highland Lakes Section 2 be accepted into the public system:

- An addition of 0.18 mile to Township Road Number 1690, Holiston Court

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout The Glade at Highland Lakes Section 2; and

WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, The Glade at Highland Lakes, LLC;

Vinmar Village Section 3

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Vinmar Village Section 3 and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadways within Vinmar Village Section 3 be accepted into the public system:

- An addition of 0.13 mile to Township Road Number 1685, Paradiso Drive
- An addition of 0.05 mile to Township Road Number 1686 Talavera Drive
- Talavera Court, to be known as Township Road Number 1740; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout Vinmar Village Section 3; and

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within Vinmar Village Section 3:

- On Township Road Number 1685, Paradiso Drive, at its intersection with Township Road Number 1686, Talavera Drive; and

WHEREAS, the Engineer also requests approval to return the letter of credit being held as maintenance surety to the owner, Vinmar Investment Limited;

Scioto Ridge Crossing Section 1

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Scioto Ridge Crossing Section 1 and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadways within Scioto Ridge Crossing Section 1 be accepted into the public system:

- An addition of 0.06 mile to Township Road Number 1716, Grouse Point
- Bluebird Drive, to be known as Township Road Number 1741
- Quail Landing, to be known as Township Road Number 1742; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout Scioto Ridge Crossing Section 1; and

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within Scioto Ridge Crossing Section 1:

- On Township Road Number 1716, Grouse Point, at its intersection with Township Road Number 1741, Bluebird Drive
- On Township Road Number 1741, Bluebird Drive at its intersection with Township Road Number 1742, Quail Landing; and

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WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio;

Scioto Ridge Crossing Section 2

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Scioto Ridge Crossing Section 2 and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadways within Scioto Ridge Crossing Section 2 be accepted into the public system:

- An addition of 0.09 mile to Township Road Number 1741, Bluebird Drive
- An addition of 0.03 mile to Township Road Number 1742, Quail Landing
- Bobwhite Trace, to be known as Township Road Number 1743; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout Scioto Ridge Crossing Section 2; and

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within Scioto Ridge Crossing Section 2:

- On Township Road Number 1742, Quail Landing, at its intersection with Township Road Number 1743, Bobwhite Trace
- On Township Road Number 1743, Bobwhite Trace, at its intersection with Township Road Number 1741, Bluebird Drive; and

WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio;

Nelson Farms Section 2, Phase B

WHEREAS, the Engineer has reviewed the roadway construction of the road within Nelson Farms Section 2, Phase B and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadway within Nelson Farms Section 2, Phase B be accepted into the public system:

- An addition of 0.09 mile to Township Road Number 1606, Shale Run Drive; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout Nelson Farms Section 2, Phase B; and

WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Nelson Farms Associates;

Nelson Farms Section 2, Phase C, Parts 1&2

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Nelson Farms Section 2, Phase C, Parts 1&2 and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadways within Nelson Farms Section 2, Phase C, Parts 1&2 be accepted into the public system:

- An addition of 0.30 mile to Township Road Number 1606, Shale Run Drive
- An addition of 0.05 mile to Township Road Number 1637, Forestview Lane
- Nelson Lane, to be known as Township Road Number 1744
- Longview Drive, to be known as Township Road Number 1745; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout Nelson Farms Section 2, Phase C, Parts 1&2; and

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within Nelson Farms Section 2, Phase C, Parts 1&2:

- On Township Road Number 1606, Shale Run Drive, at its intersection with Township Road Number 1637, Forestview Lane
- On Township Road Number 1637, Forestview Lane, at its intersection with Township Road Number 1744, Nelson Lane

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- On Township Road Number 1744, Nelson Lane, at its intersection with Township Road Number 1745, Longview Drive
- On Township Road Number 1745, Longview Drive, at its intersection with township Road Number 1606, Shale Run Drive; and

WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Nelson Farms Associates;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits, establishes stop conditions, and returns sureties to the owners in accordance with the Engineer’s recommendations stated herein.

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

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RESOLUTION NO. 19-1168

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND DITCH MAINTENANCE ASSESSMENTS FOR LIFEPOINT CHURCH AND NORTH FARMS SECTION 9:

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

Lifepoint Church

WHEREAS, on November 25, 2019, a Ditch Maintenance Petition for Lifepoint Church (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within the Lifepoint Church development located off of Creekside Drive and Graphics Way in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$230,379.44 for the benefit of the lot(s) being created in this site. The developed area of 17.76 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$12,971.82 per acre. An annual maintenance fee equal to 2% of this basis (\$4,607.59) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$4,607.59 has been paid to Delaware County, receipt of which is hereby acknowledged.

North Farms Section 9

WHEREAS, on November 25, 2019, a Ditch Maintenance Petition for North Farms Section 9 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within North Farms Section 9 located off of North Road in Orange Township; and

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

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improvements; and

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

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

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

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

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

The cost of the drainage improvements is \$268,294.72 for the benefit of the lot(s) being created in this site. 23 lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$11,664.99 per lot. An annual maintenance fee equal to 2% of this basis (\$233.30) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$5,365.90 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 19-1169

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS FOR 2020:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2020 Curb and Sidewalk Construction, 2020 Tree Clearing, and 2020 Guardrail Installation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2020 Curb and Sidewalk Construction, 2020 Tree Clearing, and 2020 Guardrail Installation:

2020 Curb and Sidewalk Bid

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, December 17, 2019, at which time they will be publicly received and read aloud, for the project known as

2020 Curb and Sidewalk Construction Annual Contract.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids"

The prices of this contract shall be in effect from December 30, 2019 to December 31, 2020. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements

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of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
November 29, 2019

**SPECIFICATIONS
2020 Curb and Sidewalk Construction
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2019 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item 253 Pavement Repair. The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

Item 624 Mobilization. The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

Item 659 Topsoil, As Per Plan. Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

TRAFFIC CONTROL

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The

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cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

MINIMUM QUANTITIES

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp** – BP-7.1
2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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.

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.

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.

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Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.**

2020 Tree Clearing Bid

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 a.m. on Tuesday, December 17, 2019, at which time they will be publicly received and read aloud, for the project known as:

**2020 Tree Clearing
Annual Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids"

The prices of this contract shall be in effect from December 30, 2019 to December 31, 2020. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
November 29, 2019

**SPECIFICATIONS
2020 Tree Clearing
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District

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- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

GENERAL REQUIREMENTS

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities.

TRAFFIC CONTROL

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

MINIMUM QUANTITIES

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The following items include all labor, equipment, materials, and incidentals necessary to complete the work.

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

The 2019 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

Item 201, Clearing and Grubbing. This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

Item 201, Tree Removed. This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

Item 201, Stump Removed. This item shall consist of grinding or removing stumps 6 inches below ground surface and off-site disposal of debris. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

TABLE 201.05-1

<u>Tree or Stump Diameter</u>	<u>Pay Item Designation</u>
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size

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Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.**

2020 Guardrail Installation

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, December 17, 2019, at which time they will be publicly opened and read aloud, for the project

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known as

**2020 Guardrail Installation
Annual Contract**

The owner of the project is the Delaware County Board of Commissioner's. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids".

The prices of this contract shall be in effect from December 30, 2019 to December 31, 2020. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
November 29, 2019

**SPECIFICATIONS
2020 Guardrail Installation
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

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CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2019 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item 202, Guardrail Removed. Removal of existing guardrail or anchor assemblies shall be measured from the first to last post or ground mounted anchor.

Item 209, Reshaping Under Guardrail. The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

Type MGS Guardrail

1. Guardrail, Type MGS and miscellaneous parts –MGS-1.1
2. Guardrail, Type MGS (Standard) – MGS-2.1
3. Guardrail, 25' Long Span – MGS-2.3
4. Bridge Terminal Assemblies, Type 1 and Type 2 – MGS-3.1 and 3.2
5. Bridge Terminal Assemblies Type 4 and Type TST – MGS-3.4 (Type 4) and MGS-3.6 (Type TST)
6. Anchor Assemblies Types A, T, B and E – MGS-4.1 (Type A), MGS-4.2 (Type T), FLEAT or SRT-31 (Type B); ET-31 or SKT (Type E)

Type 5 Guardrail

1. Guardrail, Type 5 and 5A and miscellaneous parts –GR-1.1, 1.2, 1.3 and 2.1
2. Guardrail, Type 5 with Double Rails –GR-2.4
3. Guardrail, Type 5 with Tubular Backup – GR-2.2
4. Guardrail, 25' Long Span – GR-2.3
5. Guardrail, Long Span over Culvert (12'-6" or 18'-9") – GR-2.4
6. Bridge Terminal Assemblies Type 4 and Type TST – GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. Anchor Assemblies Types A, T, B and E – GR-4.1 (Type A), GR-4.2 (Type T), FLEAT or SRT-350 (Type B); ET-2000 Plus or SKT (Type E)

All materials shall be on the ODOT Qualified Products List (QPL) where applicable.

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or

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for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.**

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

19
RESOLUTION NO. 19-1170

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND RESCINDING A TRANSFER OF FUNDS APPROVED IN RESOLUTION #19-1046:

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

Transfer of Appropriation		
From	To	
21411306-5320	21411306-5410	37,094.00
911/Software Licenses	911/Building and Improvements	
10030301-5342	10030301-5201	1,900.00
Coroner/Medical Services	Coroner/General Supplies	
Transfer of Funds - Rescind		
44311437-5801	10040421-4601	750,000.00
Slate Ridge Redev Tax Equip	Road & Bridge Projects/Interfund Revenues	
Fund/Interfund Transfer		

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

22
ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Today is the chili cook off for bragging rights under the Board of Commissioners' office.

23
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Merrell

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-Attended Marlene Casini’s retirement celebration on Thursday.

Commissioner Benton

- Wish Marlene well in her retirement.
- Attended the Ohio Economic Development Agency luncheon at the Chamber’s Third Thursday.
- Attended the CEBCO Board meeting on Friday.
- The Land Bank will meet Tuesday at 2:00 P.M. with the new Treasurer, Mike Ringle.
- Mike Ringle will be sworn into office today at 3:00 P.M.
- Kyle Rohrer will be sworn in as the new Municipal Court Judge on December 20, 2019 at 2:00 P.M.

Commissioner Lewis

- Attended the Justice and Public Safety meeting. The main topic was next generation 9-1-1.
- Attended the “Fill the Medic” event yesterday at the Delaware Meijer.

20

RESOLUTION NO. 19-1171

10:00A.M. IN THE MATTER OF OPENING PUBLIC HEARING NUMBER TWO (2) TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:04A.M..

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

20 continued

RESOLUTION NO. 19-1172

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 _____, seconded by _____ 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. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

20 continued

RESOLUTION NO. 19-1173

IN THE MATTER OF CLOSING PUBLIC HEARING NUMBER 2 TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:

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

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

21

RESOLUTION NO. 19-1174

IN THE MATTER OF A RESOLUTION LEVYING AN ADDITIONAL REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OHIO REVISED CODE:

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

WHEREAS, on June 7, 1999, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 99-491, levying an additional real property transfer tax; and

WHEREAS, the real property transfer tax approved in Resolution No. 99-491 expired on December 31, 2009; and

WHEREAS, on August 6, 2009, the Board adopted Resolution No. 09-973, renewing the additional real property transfer tax; and

WHEREAS, the real property transfer tax approved in Resolution No. 09-973 shall expire on December 31, 2019; and

WHEREAS, the Board wishes to renew the additional real property transfer tax approved in Resolution No. 09-973 on each deed conveying real property or any interest in real property located wholly or partially within

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the boundaries of the county at the rate of ten cents (\$0.10) per hundred dollars for each one hundred dollars, or fraction thereof, of the value of real property or interest in real property located within the boundaries of the county granted, assigned, transferred or otherwise conveyed by the deed; and

WHEREAS, pursuant to section 322.02 of the Revised Code, prior to the adoption of a resolution levying a real property transfer tax, the Board shall conduct two public hearings thereon, the second hearing to be not less than three nor more than ten days after the first; and

WHEREAS, the Board, after providing notice thereof in accordance with section 322.02 of the Revised Code, conducted two public hearings to consider the levying of a real property transfer tax, pursuant to section 322.02 of the Revised Code, the first hearing on Monday, November 18, 2019, at 10:00A.M., and the second on Monday, November 25, 2019, at 10:00A.M., both hearings being held at the Commissioners' Hearing Room, 101 North Sandusky Street, Delaware, Ohio 43015;

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

Section 1. The Board hereby finds and determines that it is necessary to levy an additional county real property transfer tax, pursuant to section 322.02 of the Revised Code.

Section 2. The real property transfer tax approved and levied herein shall be in addition to any other real property transfer tax levied pursuant to section 322.02 of the Revised Code and shall be levied and collected on each deed conveying real property or any interest in real property located wholly or partially within the boundaries of the county at the rate of ten cents (\$0.10) per hundred dollars for each one hundred dollars, or fraction thereof, of the value of real property or interest in real property located within the boundaries of the county granted, assigned, transferred or otherwise conveyed by the deed. The total amount of real property transfer taxes shall be at the rate of thirty cents (\$0.30) per hundred dollars for each one hundred dollars, or fraction thereof, of the value of real property or interest in real property located within the boundaries of the county granted, assigned, transferred or otherwise conveyed by the deed.

Section 3. The Clerk of this Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor. This Resolution and the real property transfer tax levied herein shall be effective as of January 1, 2020, which is more than thirty (30) days following its adoption, as required in section 322.02(B) of the Revised Code. The real property transfer tax levied herein shall be effective from January 1, 2020 through December 31, 2029.

Section 4. The Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

24
RESOLUTION NO. 19-1175

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

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

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

RESOLUTION NO. 19-1176

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

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RECESS 10:58/RECONVENE 1:30 P.M.

RESOLUTION NO. 19-1177

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT 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 appointment of a public employee or public official.

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

RESOLUTION NO. 19-1178

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

RECESS 2:47 P.M./RECONVENE 4:00 P.M.

RESOLUTION NO. 19-1179

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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 of a public employee or public official.

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

RESOLUTION NO. 19-1180

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Signatures to follow next page.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners