

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2020

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

**Present:**  
**Jeff Benton, President**  
**Gary Merrell, Vice President**  
**Barb Lewis, Commissioner**

**1**  
**RESOLUTION NO. 20-533**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 18, 2020:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 18, 2020; 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              Absent

**2**  
**RESOLUTION NO. 20-534**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0619 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0619:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0619, Procurement Card Payments in batch number PCAPR0619 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Altman CO. P2000872	Historic Court House Change Order	42011438-5410	\$12,265.16
Human Resources P2001087	Charges	66211900-5370	\$6,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2002962	SAFELY HOME INC	PLACEMENT CARE 07 20-12	22511607 -	\$54,000.00
		20	5342	
R2003332	DELAWARE COUNTY	CLIENT TRANSPORTATION	22411601 -	\$70,000.00
	TRANSIT		5355	
R2003451	QUALITY MASONRY CO	PENTHOUSE ROOF	40111402 -	\$20,700.00
	INC	REPLACEMENT - HISTORIC	5410	
		COURTHOUSE		
R2003452	QUALITY MASONRY CO	WATERPROOFING -	40111402 -	\$19,320.00
	INC	HISTORIC COURTHOUSE	5328	
R2003575	TREASURER,DELAWARE	RETAINAGE - CHESHIRE	66711900 -	\$81,121.24
	COUNTY	FORCE MAIN	5415	
		IMPROVEMENTS		
R2003576	TREASURER,DELAWARE	RETAINAGE - CHESHIRE PS	66711900 -	\$89,480.00
	COUNTY	IMPROVEMENTS	5410	
R2003577	XYLEM WATER	REHAB PUMP 0041062	66211900 -	\$43,868.49
	SOLUTIONS USA INC	FROM ALUM CREEK PS	5428	
R2003582	SANDS DECKER CPS	PARKING LOT	40111402 -	\$24,700.00
			5410	
R2003583	ALL PRO OVERHEAD	GARAGE DOOR SERVICE -	66211900 -	\$10,000.00
	DOOR SYSTEMS LLC	RSD	5328	

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

**3**  
**AMY CHANDLER, LOCAL R7-11 PRESIDENT**  
**BRYAN JEFFERS, LOCAL R7-11 VICE PRESIDENT**  
**DELAWARE COUNTY EMS**

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RESOLUTION NO. 20-535

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, CHRIS BRADLEY, REQUESTING ANNEXATION OF 9.435 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:**

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

WHEREAS, on May 21, 2020, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Chris Bradley, agent for the petitioners, requesting annexation of 9.435 acres, more or less, from Liberty Township to the City of Powell; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 9.435 acres, more or less, from Liberty Township to the City of Powell.

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

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RESOLUTION NO. 20-536

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF, AND INMATE CALLING SOLUTIONS LLC, D/B/A ICSOLUTIONS FOR THE DELAWARE COUNTY JAIL:**

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Inmate Calling Solutions d/b/a ICSolutions for the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with Inmate Calling Solutions d/b/a ICSolutions for the Delaware County Jail:

**INMATE TELEPHONE SERVICES AGREEMENT**

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio , TX 78217, and Delaware County, OH (the "County") having its principal address as set forth on Exhibit A, attached hereto.

Whereas, the parties were also parties to that certain Inmate Telephone Services Agreement dated May 25, 2017, as amended (the "Prior Agreement"); and

Whereas, the parties now agree as follows:

1. Term of Contract. This Agreement is effective as of May 25, 2020 (the "Cutover Date") and shall remain in full force and effect for an initial period of three (3) years from the Cutover Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
2. Equipment. This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall

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restore the premise to its original condition, ordinary wear and tear excepted.

3. Alteration and Attachments. County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.

4. Training. ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.

5. Call Rates. ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.

6. Commissions to County. ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of Ohio shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state courts located in Delaware County of Ohio.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by

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County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. Risk of Loss. ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.

12. Default. In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

13. Assignment. This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

14. Relationship. The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

15. Indemnification.  
The Company shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Company agrees to and shall indemnify and hold free and harmless the Board of Commissioners and Sheriff's Office of Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Company's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of the Company or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Company's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties"). The Company agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Company shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Company further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Company shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney's fees.

B. The Company shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

16. Force Majeure. Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

17. Severability. If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the

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particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.

18. Special ADA. ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.

19. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. Warranty. Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. No Hire/No Solicit. During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.

22. Confidentiality. During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

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Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction, including, but not limited to, public records requests made under Ohio law.

23. License to Use Software. With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer® software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer® software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer® software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer® software.

24. Third Party Software. Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.

25. Taxes. Delaware County, Ohio is a political subdivision and tax exempt. Company shall not charge the Sheriff and/or Board any tax and agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that Company provides to the Sheriff and Board pursuant to this Contract. The Sheriff and Board shall, upon request, provide Company with proof of exemption.

26. Insurance. At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:

- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
- b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
- c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

27. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as the County or other agency or individual authorized by the County may deem necessary, ICS shall make available to the County and/or individual authorized by the County all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The County and/or individual authorized by the County shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. ICS acknowledges that Ohio's Public Records laws applies to this agreement and agrees not to assert any claim that would interfere with County complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ICS prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ICS prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

28. Retention of Records.

ICS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

29. Campaign Finance - Compliance with RC § 3517.13.

Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals

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named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ICS therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

30. Certification for Findings for Recovery.

By signature of its representative below, ICS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

\_\_\_\_\_  
Authorized Representative

31. Independent Contractor Acknowledgement/No Contribution to OPERS.

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

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

\_\_\_\_\_  
Authorized Representative

32. Non-discrimination.

ICS certifies and agrees as follows:

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

33. Accessibility.

ICS certifies and agrees as follows:

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

34. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

35. Certification Regarding Personal Property Taxes.

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

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Authorized Representative

36. Drug Free Environment.

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

37. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

38. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid.

39. County Policies

The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.

40. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties.

**Exhibit A - County Addresses**

**Principle Business Address (used for all notices hereunder):**

Delaware County Jail  
844 US 42 North  
Delaware, OH 43015

**Service Location:**

Delaware County Jail  
844 US 42 North  
Delaware, OH 43015

**Equipment to be shipped to:**

Delaware County Jail  
844 US 42 North  
Delaware, OH 43015

**Commissions to be paid to:**

Delaware County Jail  
844 US 42 North  
Delaware, OH 43015

**Exhibit B - Equipment**

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Centralized Enforcer® call processing platform with all hardware, refreshed and refurbished as needed, and all service features provided under the Prior Agreement along with the following:

- Upgrade to 28 x Video Visitation Phone Units
- Casemaker™ Law Library
- Unlimited Enforcer® user licenses
- The Enforcer® Investigative Suite:
  - The Verifier5M voice biometric inmate identity verification
  - The Imposter8M continuous voice biometrics
  - The Word Detector8M phonetic keyword search technology
  - The Analyzer 8M data mining and link analysis
- The Enforcer® IVR Suite:
  - The Informer8M PREA module
  - The Communicator 8M paperless inmate communications portal
  - The Attendant8M automated information line for inmate & public information requests
- Option to add Inmate Tablets at the rate of 1 per 3 inmates
- Option to add Transcription services at no cost to County

**Exhibit C - Rates & Charges**

The following rates apply to calls from Service Location

**Prepaid, Debit, QwikCall & Collect (Direct Bill) Calling Rates**

<b>Call Type</b>	<b>Per Minute Charge</b>
Local	\$0.20
Intrastate/IntraLATA	\$0.20
Intrastate/InterLATA	\$0.20
Interstate	\$0.20
International Debit	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):  
 Payment Processing Fee (Live Agent) ..... \$5.95  
 Payment Processing Fee (IVR, Internet & Qwikcalls®) ... \$3.00  
 Bill Statement Fee ..... \$2.00

Other Service Fees (commissionable -see Exhibit D):  
 Inmate voicemail (per inbound message) ..... \$1.00  
 Remote Video Visitation (per 30-minute session).....\$7.50

(All other fees free or waived)

**Exhibit D - Commissions**

ICS shall retain the first \$0.25 of each call and pay to County a Commission of 65% of the remaining call revenue for all call types generated from County's Service Location. In addition, ICS shall provide County with a \$7,500.00 annual Technology Grant. This grant amount shall be funded at the beginning of each contract year and may be used to reimburse County, or to pay on County's behalf for any technology deemed appropriate in County's reasonable discretion.

In addition to the above commission payments, ICS shall pay to County a Commission of 50% of any service fees collected with respect to inmate voicemail and remote video visitation services and 25% of any service fees collected with respect to optional inmate tablet usage.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

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

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**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
28631343-5450	28631343-5260	4,000.00
LEAP Forward 2018/Mach./Equip. >\$5000	LEAP Forward 2018/Inventoried Tools, Equipment	
28631343-5450	28631343-5201	1,000.00
LEAP Forward 2018/Mach./Equip. >\$5000	LEAP Forward 2018/Gen Sup./Equip.<\$1000	

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

**7  
RESOLUTION NO. 20-538**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LONGHILL FARMS AT BERLIN SECTION 1 AND LIBERTY GRAND DISTRICT SECTION 2A AND 2B:**

It was moved by Mrs. Lewis, 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 Longhill Farms at Berlin Section 1 and Liberty Grand District Section 2A and 2B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Longhill Farms at Berlin Section 1 and Liberty Grand District Section 2A and 2B for submittal to the Ohio EPA for their approval.

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

**8  
RESOLUTION NO. 20-539**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR FOURWINDS RESIDENTIAL HOTEL AND THE SMITH FARM AT CARPENTER'S MILL SECTION 2 PHASE B:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for Fourwinds Residential Hotel and The Smith Farm at Carpenter's Mill Section 2 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for Fourwinds Residential Hotel and The Smith Farm at Carpenter's Mill Section 2 Phase B:

**FOURWINDS RESIDENTIAL HOTEL**  
**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 22<sup>nd</sup> day of June 2020, by and between **Metro Suites**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan Fourwinds Residential Hotel**, dated **January 22, 2020**, and approved by the County on **April 9, 2020**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **40.2** single family residential equivalent connections approved with this Agreement.

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Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the Improvements are not completed and accepted in accordance with this Agreement prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$24,910.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan Fourwinds Residential Hotel**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvement Plan Fourwinds Residential Hotel (\$871.85)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan Fourwinds Residential Hotel (\$2,117.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan Fourwinds Residential Hotel** as required by the County.

**SECTION V: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of

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the Improvements.

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. Easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

**THE SMITH FARM AT CARPENTER'S MILL SECTION 2 PHASE B**

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

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**SECTION I: INTRODUCTION**

This Agreement is entered into on this 22<sup>ND</sup> day of June 2020, by and between **Pulte Homes Inc.**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **The Smith Farm at Carpenter's Mill Section 2 Phase B** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2, Phase A & B**, dated **March 11, 2019**, and approved by the County on **June 10, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **17** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

## OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$279,250.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials \_\_\_\_\_

Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase B**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of (**\$9,773.75**). The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase B** (**\$23,736.25**). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase B** as required by the County.

**SECTION V: CONSTRUCTION**

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All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.

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- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**9**

**RESOLUTION NO. 20-540**

**IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2020 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2021:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the 2020 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2021 as follows:

**Drainage Maintenance Inspection Report for 2020**

**JOINT COUNTY PROJECTS – 2021 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	37.5%	Delaware / Marion
Carter Joint County	37.5%	Delaware / Marion
Cook Joint County	70.0%	Delaware / Licking
Coomer #435 Main	3.0%	Delaware / Morrow
Coomer #435 Lateral A	0.75%	Delaware / Morrow
Darst Joint County	12.5%	Delaware / Marion
DeGood	40.0%	Delaware / Union
Pumphrey Joint County	25.0%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	2.0%	Delaware/Union

**TRI-COUNTY PROJECTS – 2021 COLLECTIONS**

<u>Ditch Name</u>	<u>2021 % Collect</u>	<u>Counties</u>
Randall Howison Tri County	58.25%	Delaware / Marion / Union

**INSPECTION REPORT SUMMARY – 2020**

<u>Project #</u>	<u>Project Name</u>	<u>Auditor #</u>	<u>2021 Collect</u>
0707	3B'S & K STORAGE	11-384	0.50
1510	459 ORANGE POINT DRIVE	11-556	2.00
1506	7719 GRAPHICS WAY	11-557	10.50
0621	A.D. FARROW	11-338	3.50
0029	ABBHEY KNOLL 01 & 02	11-170	2.50

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0129	ABBEY KNOLL 03 - 1 & 2	11-199	1.25
0326	ABBEY KNOLL 04 - A & B	11-021	1.50
0533	ABBEY KNOLL 05 - A & B	11-343	2.00
6801	ADAMS JOINT COUNTY	11-008	37.50
0523	ALUM CROSSING SEC 1&2	11-344	1.25
0124	AUGUSTA WOODS 2	11-214	2.25
0519	AVONLEA	11-319	2.75
9909	BAINBRIDGE MILLS 2	11-134	1.50
1408	BARRINGTON ESTATES	11-533	2.00
0808	BASIGER A-1	11-434	3.00
0809	BASIGER A-2	11-435	3.00
0810	BASIGER B	11-436	1.50
0811	BASIGER C	11-437	6.25
0807	BASIGER MAIN	11-438	6.00
1412	BEAUTIFUL SAVIOR LUTHERAN CHURCH	11-536	3.50
8401	BECKER	11-034	3.00
9918	BERKSHIRE DEVELOPMENT	11-160	3.00
1816	BERLIN MANOR		2.00
0914	BHARATIYA HINDU TEMPLE	11-455	5.50
9806	BIG BEAR FARMS 2 - 2	11-104	0.75
9917	BIG BEAR FARMS 8	11-131	1.00
9925	BIG BEAR FARMS 9	11-151	1.00
0613	BOULDER RIDGE	11-331	2.00
0817	BRAEMAR AT WEDGEWOOD 1, 2, & 3	11-419	2.00
1712	BRAUMILLER WOODS 3	11-625	3.00
1827	BRITONWOODS		2.00
0536	BROOKSHIRE BANQUET	11-335	0.50
0915	BROOKVIEW	11-452	5.50
1514	BROOKVIEW MANOR	11-564	2.00
0011	BRYN MAWR	11-113	0.75
0618	BUCKEYE DATA CENTER	11-389	1.25
1517	BUCKEYE GYMNASTICS	11-561	2.0
0619	BUCKEYE READY MIX	11-329	1.25
1607	BUNKER HILL	11-573	5.00
8101	CALHOUN	11-048	13.00
0234	CAMBRIDGE SUBDIVISION	11-270	2.50
0510	CAMPUS AT HIDDEN RAVINES	11-306	1.00
0814	CANTERBURY SEC 1&2	11-403	4.50
1605	CARDINAL SELF STORAGE	11-572	3.00
1310	CARRIAGE COVE	11-499	2.50
8201	CARTER JOINT COUNTY	11-044	37.50
1725	CARTERS FARM CAD	11-626	1.50
1308	CHADWICK #135	11-520	3.75
0010	CHESHIRE COVE 1	11-117	1.25
0146	CHESHIRE COVE 2	11-228	0,75
1603	CHESHIRE WOOD SEC 2	11-567	2.00
1423	CHESHIRE WOODS 3-A	11-544	2.00
1808	CHESHIRE WOODS 3B	1808	0.00
0617	CHESHIRE WOODS ESTATES SEC 1	11-367	1.50
0612	CHESHIRE WOODS SEC 1	11-353	0.50
1714	CLARKSHAW MOORS	11-623	2.00
1409	COLUMBUS UPGROUND RESERVOIR	11-535	2.00
1309	CONDOS AT RIVERBY	11-503	2.00

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0812	CONSOLIDATED ELECTRIC	11-421	0.75
5801	COOK JOINT COUNTY	11-004	70.00
0717	COOMER JOINT COUNTY LAT A	11-380	0.75
0716	COOMER JOINT COUNTY	11-379	3.00
1726	CORNERS AT JOHNNY CAKE	11-622	2.00
1820	COTTAGES AT HYATTS		2.00
1614	COURTYARDS AT BRADFORD COURT	11-592	2.00
1912	COURTYARDS AT CLEAR CREEK		2.00
1513	COURTYARDS AT HIDDEN RAVINES	11-568	2.00
1801	COURTYARDS AT MUIRFIELD RIDGE		2.00
1617	COURTYARDS AT S. SECTIONLINE	11-593	2.00
1824	COURTYARDS AT THE RAVINES		0.00
0009	COVINGTON MEADOW 1	11-115	1.50
0118	COVINGTON MEADOW 2	11-251	1.50
0216	COVINGTON MEADOW 3	11-235	3.00
6201	CRABILL	11-003	62.50
1806	CREEKSIDE INDUSTRIAL PARK		2.00
0127	CROSS CREEK 2 - A & B	11-213	1.25
0818	CROSS CREEK 3 A	11-422	2.25
0507	CROSS CREEK 3 B	11-300	2.50
0804	CRYSTAL VALLEY PH 1 & 2	11-410	2.50
7201	DARST JOINT COUNTY	11-011	12.50
5802	DEGOOD	11-013	40.00
0319	DELAWARE RUN	11-294	8.75
1001	DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	11-469	1.00
0640	DERBY GLEN FARMS	11-388	2.00
1304	DERBY GLEN FARMS SEC 2	11-498	2.00
1518	DERBY GLEN SEC 3	11-580	2.00
0104	DORNOCH ESTATES 3	11-197	1.00
0223	DORNOCH ESTATES 4	11-221	2.50
1305	DOUBLE EAGLE-BIG RED LTD	11-509	2.00
1111	DUTCHER/SCOTT	11-487	3.75
0123	EAGLE TRACE 2 & 3	11-215	1.50
1315	ELM VALLEY JFD	11-502	2.25
1509	ENCLAVE AT THE LAKES	11-579	2.00
0622	ESTATES AT CHESHIRE SEC 1	11-374	3.00
1314	ESTATES AT CHESHIRE 2	11-524	2.50
0603	ESTATES AT MEDALLION	11-354	1.25
1201	ESTATES AT SHERMAN LAKES	11-488	2.00
0231	ESTATES OF GLEN OAK 1 A	11-272	0.50
0232	ESTATES OF GLEN OAK 1 B	11-273	0.50
0314	ESTATES OF GLEN OAK 2	11-279	0.50
0404	ESTATES OF GLEN OAK 3 PT A	11-052	1.25
0405	ESTATES OF GLEN OAK 3 PT B	11-051	0.50
0424	ESTATES OF GLEN OAK 4 A&B	11-299	1.75
1405	ESTATES OF GLEN OAK 5	11-538	2.00
1109	ESTATES OF RIVER RUN	11-492	4.50
1723	EVANS FARM 1	11-621	2.00
0904	FAIR HAVEN	11-441	1.00
0802	FAIRWAYS AT BLUE CHURCH SEC 1	11-424	3.00
1903	FANCHER	11-643	5.00
1507	FIRST & MAIN OF LEWIS CENTER	11-558	2.25
0512	FOOR CONCRETE CO	11-320	1.50

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1819	FOUR DOCTORS DRIVE		2.00
1716	FOURWINDS NORTH	11-620	3.00
0017	FOURWINDS SOUTH	11-161	10.00
1802	GENOA BAPTIST CHURCH		2.00
0406	GENOA ELEMENTARY SCHOOL	11-028	0.50
0145	GENOA FARMS 1	11-217	1.25
0212	GENOA FARMS 2	11-245	1.25
0229	GENOA FARMS 3 A & B	11-258	1.25
1702	GLADES AT HIGHLAND LAKES	11-602	2.00
0230	GLEN OAK 1	11-271	1.25
0309	GLEN OAK 2 - A & B	11-261	1.00
0327	GLEN OAK 3 - A & B	11-030	1.25
0608	GLEN OAK 4	11-325	1.00
0910	GLEN OAK 5A	11-448	4.00
1112	GLEN OAK 5B	11-486	2.50
0714	GLEN OAK 6	11-395	2.50
1006	GLEN OAK 7-A	11-467	1.75
0722	GLEN OAK 9	11-415	2.50
1705	GLENMEAD/MCKENZIE	11-612	2.50
0629	GOLF VILLAGE NORTH COMMERCIAL DEV.	11-361	0.25
0708	GOODING BOULEVARD	11-386	0.75
1321	GOODWILL GENOA	11-521	2.00
1810	GRACE HAVEN		2.00
0207	GRAND OAK 1	11-216	0.75
0313	GRAND OAK 2 A & B	11-285	1.50
0206	GRAND OAK CONDOMINIUMS	11-254	1.50
8701	GREEN MEADOWS 3	21-055	3.00
7901	GREEN MEADOWS BASIN	11-031	3.00
1704	GREENLAWN SPECIALISTS	11-604	3.00
0909	GREENS AT NORTHSTAR	11-454	3.00
0713	GREYLAND ESTATES SEC 1 A&B	11-414	1.25
0638	GWINNER #262	11-376	2.00
0024	HARBOR POINTE 1	11-181	1.50
0121	HARBOR POINTE 2 - 1 & 2	11-212	0.50
0218	HARBOR POINTE 3 - A & B	11-264	2.25
0322	HARBOR POINTE 4- A & B	11-284	2.00
0407	HARBOR POINTE 5	11-042	1.00
8702	HARDIN DITCH	11-064	19.25
1317	HARDIN TILE #267	11-519	3.50
1005	HARLEM TOWNSHIP PARK	11-466	0.75
1602	HARVEST POINT	11-566	2.00
0813	HARVEST WIND 1&2	11-404	1.50
9905	HARVEST WIND 3	11-109	1.25
0027	HARVEST WIND 4	11-174	1.50
0113	HARVEST WIND 5	11-190	1.00
0101	HARVEST WIND 6 - 1	11-180	1.75
0120	HARVEST WIND 7 - 1	11-209	1.00
0301	HARVEST WIND 7 - 2 PT. 1 & 2	11-275	0.75
1204	HATFIELD AUTOMOTIVE	11-485	4.25
1814	HAVENS	11-631	2.00
9908	HEATHER GLEN	11-112	1.25
1815	HEATHER RIDGE 1&2		2.00
1524	HEATHERS AT GOLF VILLAGE	11-582	2.00

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0705	HEISELT TRACT	11-400	2.00
7401	HERBERT - LAWRENCE	11-023	12.00
1720	HICKORY RIDGE	11-590	3.00
0315	HIDDEN COVE 2	11-277	1.00
0727	HIDDEN CREEK ESTATES SEC 1	11-409	2.00
0410	HIGH PARK CENTER LOT 4924	11-045	2.25
0119	HIGHLAND HILLS AT THE LAKES SEC3 PH1&2	11-246	5.50
0033	HIGHLAND HILLS LAKES 2	11-192	1.00
0426	HIGHLAND LAKES E. 04 - 2-5	11-298	2.50
9906	HIGHLAND LAKES E. 11 - 2	11-110	0.75
0115	HIGHLAND LAKES E. 11 - 4 & 5	11-219	1.00
9938	HIGHLAND LAKES E. 14 - 1	11-144	1.00
9939	HIGHLAND LAKES E. 14 - 2	11-150	0.75
0324	HIGHLAND LAKES E. 15	11-018	2.00
0711	HIGHLAND LAKES N. 03	11-396	2.25
9919	HIGHLAND LAKES N. 06 - 1	11-124	2.50
0028	HIGHLAND LAKES N. 06 - 2	11-173	1.25
0032	HIGHLAND LAKES N. 07	11-191	4.00
1404	HIGHLAND LAKES N. SEC 5-3&4	11-532	4.50
1609	HOGBACK BAY	11-581	2.50
1208	HOMESTEAD AT HIGHLAND LAKES	11-501	2.00
1907	HOMESTEAD AT SCIOTO RESERVE	11-644	3.00
8601	HORSESHOE RUN	11-129	18.75
1822	HOWARD FARMS		2.00
8102	INDIAN RUN	11-036	23.25
1601	INN AT BEAR TRAIL	11-571	2.00
1104	JAIN CENTER OF CENTRAL OHIO	11-465	3.00
5901	JONES	11-012	60.00
1205	JONES 279	11-496	5.50
0806	JONES-TIMMS 516	11-418	2.50
0513	KELLER PINES	11-366	1.50
0415	KILLDEER MEADOW SEC 1 (HIDDEN CREEK)	11-295	1.25
0425	KILLDEER MEADOW SEC 2 (HIDDEN CREEK)	11-315	0.25
1418	KILLDEER MEADOWS SEC 3&4	11-531	2.00
0610	KINSALE VILLAGE	11-399	2.50
8302	KOEPPEL	11-038	40.00
0902	KROGER AT OLENTANGY CROSSING	11-445	2.00
0633	LAKE SHORE	11-368	2.00
0311	LAKES AT SILVERLEAF	11-286	1.25
5902	LEWIS CENTER	11-009	100.00
1807	LIBERTY BLUFF 1&2		2.00
0803	LIBERTY CROSSING	11-425	1.25
0004	LIBERTY LAKES 3	11-159	1.00
1911	LIBERTY SUMMIT		0.00
1521	LIBERTY TRACE	11-583	2.00
1711	LIBERTY TRACE 3-A	11-609	2.00
1727	LIBERTY TRACE 3B	11-627	2.50
1708	LIBERTY TWP FSED	11-606	2.00
0526	LIBERTY VILLAGE SEC 1	11-349	2.00
1721	LIBERTYDALE	11-591	3.00
1914	LIFEPOINT CHURCH		2.00

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0508	LIGHTHOUSE CENTER	11-305	5.00
0641	LITTLE BEAR VILLAGE SEC 1 A&B SEC 2	11-365	1.50
9901	LOCH LOMOND PARK	11-105	3.75
1312	LOCH LOMOND HILLS	11-551	3.00
1519	LONDON CROSSING	11-577	2.00
0710	MANORS AT WILLOW BEND	11-357	1.75
0725	MANSARD ESTATES SEC 1 & 2	11-417	2.50
1909	MAPLE GLEN		0.00
0901	MARKET AT LIBERTY CROSSING 3	11-444	1.50
0529	MARRGELLO DEV.	11-334	3.75
1421	MC FITNESS & HEALTH	11-542	2.50
0307	MCCAMMON CHASE 1 - 3	11-263	1.00
0506	MCCAMMON ESTATES	11-303	3.00
0511	MCCAMMON ESTATES SEC 2	11-317	3.00
0606	MCCAMMON ESTATES SEC 3	11-328	2.00
0614	MCCAMMON ESTATES SEC 4	11-332	1.25
1318	MCDONALDS AT CROSSING SOUTH	11-527	0.00
0906	MCNAMARA #582	11-440	3.50
1106	MCNAMARA PARK-1	11-462	1.25
9912	MEADOW AT CHESHIRE 3 - 1	11-132	1.50
9913	MEADOW AT CHESHIRE 3 - 2	11-133	2.00
0117	MEADOW AT CHESHIRE 3 - 3	11-184	2.00
0524	MEADOW AT SCIOTO RESERVE	11-355	1.00
1108	MEADOWS AT HARVEST WIND 1&2	11-476	3.50
1713	MEADOWS AT HOME ROAD	11-619	4.50
1105	MEADOWS AT LEWIS CENTER 1-A&B	11-464	2.00
1611	MEADOWS AT LEWIS CENTER 2	11-585	2.00
1413	MEADOWS AT LEWIS CENTER NORTH	11-547	2.00
9914	MEDALLION ESTATES 08	11-135	0.50
9921	MEDALLION ESTATES 09	11-157	1.00
0012	MEDALLION ESTATES 10 - 1	11-122	0.75
0013	MEDALLION ESTATES 10 - 2	11-163	1.25
1203	MENARDS CREEKSIDE	11-511	1.25
8301	MILEY GROUP	11-050	2.0
1826	MIRASOL 2		2.00
1422	MIRASOL SEC 1	11-549	2.00
1501	MOONEY #75	11-541	14.00
1701	MULCH 1ST	11-601	2.00
1516	NANCE FAMILY CAD	11-576	2.50
1406	NATIONAL STONE/STEEL-CRYDER	11-539	0.00
1512	NCH/OH AMBULATORY-LEWIS CENTER	11-554	4.50
0801	NELSON FARMS	11-423	2.00
1608	NELSON FARMS SOUTH	11-594	2.50
1515	NEW BEGINNINGS UMC	11-587	2.00
1615	NORTH FARMS 4 & 8	11-595	2.00
1522	NORTH FARMS 6 & 11	11-575	2.00
1511	NORTH FARMS SEC 1-3-5-7	11-563	2.00
1915	NORTH FARMS 9		0.00
1910	NORTHLAKE PRESERVE		0.00
0213	NORTH ORANGE 1 - 1	11-232	2.00
0401	NORTH ORANGE 1 - 2 A & B	11-029	1.25
0302	NORTH ORANGE 2 - 2	11-268	1.75

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0331	NORTH ORANGE 2 - 3 A & B	11-037	1.25
0214	NORTH ORANGE 3 - 1	11-248	0.50
0522	NORTH ORANGE 3 - 2 C	11-346	1.50
1202	NORTH ORANGE 3-PH2 PTB	11-493	2.00
0701	NORTH ORANGE SEC 1	11-392	0.00
0709	NORTH ORANGE SEC 1 PH 1 LOT 5578	11-394	2.00
0305	NORTH POINT MEADOWS 1	11-281	1.75
0421	NORTH POINT MEADOWS 2	11-316	2.50
1604	NORTH POINTE PLAZA	11-569	2.00
0112	NORTHBROOKE CORP. CENTER 2	11-194	1.50
1804	NORTHLAKE WOODS 1&2		2.00
1402	NORTHSTAR 1C1, 1C2, 2A, 3A, 3B	11-543	1.50
0611	NORTHSTAR SEC 1	11-432	1.25
1401	NORTHSTAR SEC 1 PH D	11-546	2.00
1803	NORTHSTAR FAMILY DENTAL		2.00
0615	NORTHWEST STORAGE	11-330	3.00
7001	NUCKLES	11-010	50.00
1003	NUCKLES #20	11-459	6.00
1210	OAK CREEK	11-507	2.00
9904	OAK CREEK E. 2	11-108	1.75
0132	OAKS AT HIGHLAND LAKES 1	11-225	1.75
0201	OAKS AT HIGHLAND LAKES 2	11-226	1.00
0210	OAKS AT HIGHLAND LAKES 3	11-224	1.50
0422	OAKS AT HIGHLAND LAKES 4	11-312	1.25
0328	OAKS AT HIGHLAND LAKES 5	11-019	1.75
0423	OAKS AT HIGHLAND LAKES 6	11-311	3.75
0532	OAKS SEC 1 A&B, SEC 2	11-360	2.50
1102	O'BRIEN #440	11-490	4.50
1103	O'BRIEN #440-ODOT	11-489	2.00
1503	OLD HARBOR ESTATES SEC 1	11-560	2.00
1805	OLD HARBOR ESTATES 2		2.00
0718	OLD KINGSTON	11-381	9.50
0102	OLDE STATE FARMS 1	11-195	1.00
0420	OLDE STATE FARMS 2	11-301	1.75
0417	OLDEFIELD ESTATES	11-309	1.00
1613	OLENTANGY BERLIN HS	11-570	2.00
0912	OLENTANGY CROSSING ACCESS RD.	11-446	1.50
0911	OLENTANGY CROSSING LOT 7354	11-447	1.50
0639	OLENTANGY CROSSINGS S. SEC 1	11-362	2.75
0607	OLENTANGY CROSSINGS SEC 1, 2, 3A, 7 & LEWIS CENTER	11-390	1.75
0631	OLENTANGY CROSSINGS SEC 4	11-373	2.00
0632	OLENTANGY CROSSINGS SEC 5	11-369	1.75
1303	OLENTANGY CROSSINGS SEC 6	11-505	3.25
0634	OLENTANGY CROSSINGS SEC 7	11-387	3.75
1002	OLENTANGY ELEMENTARY SCHOOL #15	11-471	1.50
1718	OLENTANGY FALLS 4A	11-628	2.00
1904	OLENTANGY FALLS 4B		2.00
1717	OLENTANGY FALLS 5	11-629	2.00
1520	OLENTANGY FALLS EAST SEC 1-5	11-565	2.50
0637	OLENTANGY FALLS SEC 1	11-363	3.50
1110	OLENTANGY FALLS SEC 2	11-491	4.50
1302	OLENTANGY FALLS SEC 3	11-500	2.00

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0907	OLENTANGY LOCAL SCHOOLS BALE-KENYON RD	11-442	9.00
0908	OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	11-443	1.50
0723	ORANGE CENTRE DEVELOPMENT	11-407	0.25
0916	ORANGE CORPORATE CENTER	11-456	2.00
1306	ORANGE POINT COMMERCE PARK	11-512	2.00
1724	ORANGE POINT OUTPARCELS	11-618	2.00
0312	ORANGE TWP. FD/PARK PL. VIL.	11-278	4.00
0427	ORCHARD LAKES SEC 1-3	11-297	1.50
1411	PANERA BREAD 36/37	11-553	3.75
0128	PARK AT GREIF BROS.	11-247	0.50
0521	PARKSHORE 1, 2, & 4	11-318	1.50
9907	PARKSHORE 3	11-111	1.50
1209	PEACHBLOW/CONNER LANE	11-508	6.25
9910	PIATT MEADOWS 1 & 2	11-137	1.50
0014	PIATT MEADOWS 2 - 1, 2 & 3	11-188	0.25
9915	PLUM ESTATES	11-154	1.75
1703	POINTE AT SCIOTO RESERVE	11-603	3.00
0534	POLARIS SELF STORAGE	11-337	0.75
6202	POTTER	11-002	48.75
0905	PREMWOOD SUBDIVISION	11-457	3.00
0517	PRESERVE AT SELDOM SEEN	11-339	2.00
0702	PRIMMER #1	11-378	8.75
0703	PRIMMER #1 LATERAL 3	11-398	3.00
0704	PRIMMER #1 NEILSON LATERAL #140	11-397	5.00
0706	PRIMROSE SCHOOL	11-393	2.00
5904	PUMPHREY JOINT COUNTY	11-006	25.00
0805	RANBRIDGE RAVINES	11-458	1.50
5905	RANDALL HOWISON TRI-COUNTY	11-016	58.25
0130	RATTLESNAKE RIDGE	11-203	1.25
0712	RAVINES AT MCCAMMON CHASE	11-413	3.00
0605	RAVINES AT SCIOTO RESERVE	11-352	2.00
0502	RAVINES OF ALUM CREEK	11-308	2.50
1417	RCD SALES OF DELAWARE	11-534	5.50
1313	REDTAIL ESTATES	11-522	3.25
1818	RESERVE AT HIDDEN CREEK		2.00
1905	RESIDENCES AT ORANGE GRAND		0.00
1906	RIVER BLUFF 1		0.00
1316	RIVER ROCK FARM	11-525	2.50
0724	RIVER RUN	11-405	2.50
9933	RIVERBEND 1 - 1	11-158	1.25
0020	RIVERBEND 1 - 2	11-172	2.50
9934	RIVERBEND 2	11-140	1.25
9935	RIVERBEND 3	11-152	1.25
0021	RIVERBEND 4 - 1 & 2	11-168	1.00
0635	RIVERBEND SEC 2 LOT 7014	11-371	2.25
0719	RIVERBY ESTATES 2, 3, 4	11-375	2.75
0144	RIVERS EDGE AT ALUM CREEK 1	11-244	1.50
0304	RIVERS EDGE AT ALUM CREEK 2	11-262	0.75
1415	ROOF #397 MAIN "A"	11-537	4.00
1416	ROOF MAIN "B"	11-540	3.50
1906	RUDER EAST		0.00
0815	S. JAYNES PARK	11-433	0.25

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0626	SACKETT #328	11-382	4.25
0601	SAGE CREEK SEC 4 PH B	11-358	1.50
1403	SAGE CREEK SEC 5	11-528	2.50
1311	SANCTUARY AT THE LAKES	11-504	2.00
1525	SANCTUARY AT THE LAKES 1 LOT 7851	11-578	4.00
0222	SCIOTO HIGHLANDS 3	11-238	1.00
7801	SCIOTO HILLS BASIN	21-052	11.50
0034	SCIOTO RESERVE 01 - 3	11-189	2.00
0125	SCIOTO RESERVE 01 - 4	11-207	1.25
0225	SCIOTO RESERVE 01 - 5 & 6	11-241	2.00
0320	SCIOTO RESERVE 01 - 7 & 8	11-020	3.25
9936	SCIOTO RESERVE 02 - 1 & 2	11-118	0.75
0110	SCIOTO RESERVE 02 - 3 & 4	11-185	1.25
0003	SCIOTO RESERVE 03 - 1 & 2	11-153	1.25
0126	SCIOTO RESERVE 03 - 3 & 4	11-208	1.25
0220	SCIOTO RESERVE 03 - 5	11-237	1.75
9937	SCIOTO RESERVE 04 - 01 & 02	11-119	1.50
0030	SCIOTO RESERVE 04 - 03 & 04	11-186	1.50
0221	SCIOTO RESERVE 04 - 05 & 06	11-229	1.25
0138	SCIOTO RESERVE 04 - 07	11-200	0.50
0204	SCIOTO RESERVE 04 - 08	11-240	1.75
0233	SCIOTO RESERVE 04 - 09	11-267	2.00
0306	SCIOTO RESERVE 04 - 10	11-260	0.75
0329	SCIOTO RESERVE 04 - 11 - A & B	11-017	1.75
0408	SCIOTO RESERVE 04 - 12	11-025	1.25
0501	SCIOTO RESERVE 04 - 13	11-412	2.00
0720	SCIOTO RESERVE EXPANSION 2 A&B	11-402	2.00
0604	SCIOTO RESERVE EXPANSION SEC 1 PH A	11-333	0.60
0620	SCIOTO RESERVE EXPANSION SEC 1 PH B	11-336	1.75
1410	SCIOTO RESERVE GOLF COURSE		0.00
1728	SCIOTO RIDGE CROSSING	11-617	2.00
1811	SCOTT #604 LATERAL #2	11-630	3.00
0903	SHEETS #318	11-439	15.50
0303	SHEFFIELD PARK SEC 1 A&B	11-274	0.25
0525	SHEFFIELD PARK SEC 2 PH A&B	11-340	1.50
0721	SHEFFIELD PARK SEC 3	11-453	1.75
0137	SHELLBARK RIDGE 2	11-233	1.25
9920	SHELLBARK RIDGE 4	11-126	1.00
9805	SHERBROOK 03	11-103	1.25
9902	SHERBROOK 04	11-106	0.75
0001	SHERBROOK 05	11-143	1.50
0008	SHERBROOK 06	11-121	1.25
0107	SHERBROOK 07	11-165	1.25
0116	SHERBROOK 08	11-183	1.25
0133	SHERBROOK 09	11-223	1.50
0208	SHERBROOK 10	11-222	1.25
0414	SHERMAN LAKES 1	11-041	1.50
0325	SHERMAN LAKES 2	11-276	0.50
0105	SHERWOOD	11-164	3.00
0022	SHORES 12	11-178	1.25
0413	SHORES 13	11-313	1.25

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1913	SIGNATURE DERMATOLOGY		2.00
5903	SLACK	11-001	68.75
0131	SLANE RIDGE	11-204	2.00
0518	SLATE CREEK	11-324	3.75
1523	SLATE RIDGE COMMERCIAL SOUTH	11-574	2.00
0627	SMITH #198	11-377	3.50
1207	SORRENTO AT HIGHLAND LAKES	11-513	2.25
0630	SRI SAIBABA TEMPLE	11-370	2.50
1610	SRI SAIBABA TEMPLE PART 2	11-596	3.00
1107	ST JOHN NEWMANN CHURCH	11-463	1.75
0537	ST. GEORGE COURT	11-342	2.50
5906	STEITZ POWERS	11-007	3.00
0402	STONES THROW	11-043	2.00
8402	SUGAR RUN	11-056	12.50
9804	SUMMERFIELD VILLAGE 1 & 2	11-102	1.00
0015	SUMMERFIELD VILLAGE 2 - 1, 2 & 3	11-179	1.25
0106	SUMMERWOOD 1	11-167	1.75
0143	SUMMERWOOD 2	11-218	2.00
0535	SUMMERWOOD EXTENSION	11-341	3.75
1823	SUMMERWOOD LAKES 2		2.00
1606	SUMMERWOOD LAKES 3	11-586	2.50
0636	SUMMERWOOD LAKES SEC 1	11-364	2.00
0514	SUMMIT HOMES	11-304	4.25
1307	SUNBURY STORAGE	11-510	3.00
1709	SUNSET COVE ESTATES	11-607	3.00
1618	SUNSET POINT	11-597	2.00
0624	SUPERKICK	11-385	2.50
1902	SV TEMPLE		2.00
1722	SWAN LAKE	11-616	2.00
1825	SYCAMORE TRAIL		2.00
8703	TALLEY	11-057	23.25
1508	TANGER OUTLETS	11-555	2.00
1320	TARGET AT WEDGEWOOD	11-526	2.00
9932	TARTAN FIELDS 08 - 11	11-146	2.00
0002	TARTAN FIELDS 12 & 13	11-187	2.25
9931	TARTAN FIELDS 14 - 18	11-145	1.50
0515	TARTAN FIELDS 20 A	11-351	2.00
0609	TARTAN FIELDS 20 B	11-359	4.00
0516	TARTAN FIELDS 21	11-348	1.75
7402	TEETS	11-014	35.00
1821	THE PINES	11-642	2.00
1319	TRAILS END	11-523	1.50
0403	TWIN ACRES	11-026	1.50
0031	U.S. 23 & POWELL ROAD	11-166	1.00
1706	VERIZON WIRELESS RETAIL	11-605	2.50
1101	VET CLINIC	11-470	2.00
9911	VILLAGE AT ALUM CREEK 3	11-125	1.25
9926	VILLAGE AT ALUM CREEK 4	11-139	0.75
0114	VILLAGE AT ALUM CREEK 5	11-202	1.00
0224	VILLAGE AT ALUM CREEK 6	11-239	0.75
0323	VILLAGE AT ALUM CREEK 7	11-022	1.00
0520	VILLAGE AT BALE KENYON	11-383	1.75
0409	VILLAGE AT NORTH FALLS	11-323	0.75
9927	VILLAGE AT OAK CREEK 10- A & B	11-114	1.75

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0139	VILLAGE AT OAK CREEK 11	11-249	1.00
0330	VILLAGE AT OAK CREEK 12	11-024	2.50
1419	VILLAGE AT OLENTANGY CROSSINGS PH 1&2	11-529	2.00
1414	VILLAS AT TUSSIC	11-552	2.00
0628	VILLAS AT WALNUT GROVE	11-411	3.00
1707	VILLAS OF LOCH LOMOND	11-611	2.50
1407	VILLAS OF OLENTANGY LEWIS CENTER	11-530	2.00
0411	VINMAR FARMS SEC 1	11-039	0.50
0505	VINMAR FARMS SEC 2	11-302	1.50
0623	VINMAR FARMS SEC 3 A&B	11-391	2.00
1616	VINMAR VILLAGE 2 & 3	11-598	2.00
1502	VINMAR VILLAGE SEC 1	11-550	2.00
1916	VINMAR VILLAGE 4&5		0.00
1612	WALDENS REVISITED	11-584	3.00
9803	WALKER WOODS 02 - 1	11-101	2.50
9922	WALKER WOODS 02 - 2	11-123	3.00
9802	WALKER WOODS 03 - 1	11-100	3.50
9916	WALKER WOODS 03 - 2	11-128	18.75
9923	WALKER WOODS 04	11-136	1.25
0134	WALKER WOODS 05	11-206	1.75
9903	WALKER WOODS 06	11-107	1.00
9924	WALKER WOODS 07 - 1	11-116	2.00
0018	WALKER WOODS 07 - 2	11-176	2.50
9928	WALKER WOODS 08	11-156	2.00
0025	WALKER WOODS 09	11-175	3.50
9929	WALKER WOODS 10 - 1	11-148	2.00
0019	WALKER WOODS 10 - 2	11-198	3.00
9930	WALKER WOODS 11	11-149	5.00
0026	WALKER WOODS 12 - 1 & 2	11-182	1.75
0111	WALKER WOODS 13	11-193	3.00
0135	WALKER WOODS 14	11-205	3.00
0418	WALNUT GROVE ESTATES SEC 1	11-310	1.25
0726	WALNUT GROVE ESTATES SEC 2	11-406	2.25
0226	WALNUT WOODS 01	11-266	1.50
0332	WALNUT WOODS 02 A & B	11-040	3.50
1901	WARREN FAMILY FUNERAL HOME		3.00
1809	WEDGEWOOD	11-624	2.00
0122	WEDGEWOOD 10	11-210	1.25
0316	WEDGEWOOD 11	11-283	1.75
0715	WEDGEWOOD OFFICE PARK	11-401	2.00
0205	WEDGEWOOD PARK	11-242	1.00
0419	WEDGEWOOD PARK 2	11-314	1.50
0528	WEDGEWOOD PARK 2 PH C	11-345	2.25
0531	WEDGEWOOD PARK 2 PH D	11-326	2.00
1710	WEDGEWOOD PARK NORTH	11-608	2.00
0227	WEDGEWOOD PLACE 2	11-269	1.25
1505	WEDGEWOOD PLACE SEC 1	11-545	3.00
0625	WEDGEWOOD PROFESSIONAL VILLAGE	11-372	2.00
1206	WESTERVILLE NORTH SELF STORAGE	11-497	2.50
0006	WESTERVILLE RES. 1 & 2	11-155	2.50
0527	WHISPER TRACE	11-350	2.50

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0023	WHITETAIL MEADOWS	11-171	1.00
0202	WILLOW BEND 1	11-234	0.75
0308	WILLOW BEND 1 - 2	11-259	1.50
0416	WILLOW BEND 3	11-296	1.50
0530	WILLOW SPRINGS N. 1	11-347	1.50
0321	WILLOW SPRINGS N. 2	11-282	1.25
0616	WILSHIRE 7 - A & B	11-327	2.00
0005	WILSHIRE ESTATES 3 - 1	11-120	1.25
0007	WILSHIRE ESTATES 3 - 2	11-162	1.25
0016	WILSHIRE ESTATES 4	11-177	1.25
0109	WILSHIRE ESTATES 5 - 1 & 2	11-201	1.50
0228	WILSHIRE ESTATES 6 - A & B	11-265	3.75
0318	WILSON, ROSSO, LOWE	11-288	3.75
1715	WINDING CREEK ESTATES SEC. 4	11-589	6.75
0509	WINDSONG	11-321	1.25
1301	WINGATE FARMS 1&2	11-506	2.50
0310	WOODLAND GLEN	11-280	1.25
0412	WOODLAND GLEN 2	11-032	1.50
0209	WOODLAND HALL 1	11-231	7.75
0816	WOODLAND HALL 2	11-420	3.75
1504	WOODS AT WEEPING ROCK	11-559	2.50
0602	WOODS AT WILDCAT RUN	11-416	4.50
0103	WOODS OF DORNOCH 2	11-196	6.25
0211	WOODS OF DORNOCH 3	11-236	1.00
0503	WOODS OF DORNOCH 4	11-307	1.25
1719	WOODS OF DORNOCH 5	11-610	2.00
1004	WOODS OF MEDALLION	11-468	3.75
0108	WOODS ON SELDOM SEEN 3 - 1	11-211	1.25
0203	WOODS ON SELDOM SEEN 3 - 2	11-243	3.00
0317	ZIMMERMAN	11-287	3.00

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

**10**

**RESOLUTION NO. 20-541**

**IN THE MATTER OF DECLARING NECESSITY TO IMPROVE US 36/CARTER'S CORNER/  
DOMIGAN ROADS INTERSECTION, AND APPROVE A PROFESSIONAL SERVICES  
AGREEMENT WITH MANNIK SMITH GROUP INC. FOR THE PROJECT KNOWN AS DEL-  
US36-19.90:**

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined that the intersection of US 36/Carter's Corner Road/Domigan Road needs the construction of turn lanes on each approach to accommodate signalization of the intersection as a future project (the "Improvement"); and

WHEREAS, section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a board of county commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected Mannik Smith Group Inc. through a qualifications based selection process, has negotiated a scope and fee for the required engineering services, and recommends entering into an agreement for said engineering services associated with the Improvement;

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

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Section 1. The Improvement is required for the safety and welfare of the traveling public.

Section 2. The costs for the Improvement will be paid for from any funds appropriated for road and bridge construction, and no special levies or assessments shall be made to pay for the Improvement.

Section 3. The following agreement is approved for the providing of professional design services for the Improvement:

**PROFESSIONAL SERVICES AGREEMENT  
DEL-US36-19.90 ~ US36/Carter's Corner/Domigan Roads Intersection**

This Agreement is made and entered into this 22<sup>nd</sup> day of June, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Mannik Smith Group, Inc., 1160 Dublin Road, Suite 100, Columbus, Ohio 43215 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide professional design services (the "Services") in connection with the following improvement: DEL-US36-19.90 ~ US36/Carter's Corner/Domigan Roads Intersection PID# 111819 (the "Project"). The Project includes the construction of turn lanes on each approach to the intersection and will accommodate signalization of the intersection as a future project. The Services include preparation of construction and right of way plans.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Scope of Services and Price Proposal, dated May 20, 2020

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Price Proposal, the total fee shall be \$359,602.00, which amount shall not be exceeded without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Project Manager:

Name: Delaware County Engineer

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Attn: Ryan J. Mraz (Chief Deputy Design Engineer)

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Steve Bergman, PE

Address of Firm: 10200 Alliance Road

City, State, Zip: Cincinnati, Ohio 45242

Telephone: (513) 437-3222

Email: sbergman@manniksmithgroup.com

**6 PAYMENT**

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

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

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") issued by the Project Manager and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective if approved by a written modification signed by both Parties.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

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

**13 INSURANCE**

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

14.1 Prohibited Interests: Consultant 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. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor,

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Consultant 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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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

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

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

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

**11**

**RESOLUTION NO. 20-542**

**IN THE MATTER OF FULFILLING THE REQUIREMENTS OF OHIO HOUSE BILL 481 FOR THE PASSAGE OF A RESOLUTION IN ORDER TO RECEIVE AND EXPEND FEDERAL FUNDS UNDER SECTION 5001 OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT:**

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

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

**WHEREAS**, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Amended Substitute House Bill 481 of the 133<sup>rd</sup> General Assembly (H.B. 481); and

**WHEREAS**, H.B. 481 requires subdivisions receiving funds to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

**WHEREAS**, the Delaware County Board of Commissioners is requesting its share of funds from the County Coronavirus Relief Distribution Fund;

**NOW, THEREFORE, BE IT RESOLVED** that the Delaware County Board of Commissioners affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in Delaware County’s most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

**BE IT FURTHER RESOLVED** by the Delaware County Board of Commissioners that the Delaware County Administrator take the following actions and all other necessary actions to remain in compliance with H.B. 481:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the county’s local coronavirus relief fund to the county coronavirus relief distribution fund;
- (2) On or before December 28, 2020, pay the balance of any money in the county’s local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested;

**BE IT FURTHER RESOLVED** that the Clerk to the Board is hereby authorized and instructed to transmit a certified copy of this resolution to the county auditor and to the Director of the Ohio Office of Budget and Management.

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

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**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2020

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- Held a video meeting with the Elected County Officials and Department Directors about the offices opening on July 7, 2020 to the public.
- Thank you to the Elected County Officials and Department Directors for their cooperative effort in reopening the County offices.
- Thank you to the Facilities Department for their hard work during the crisis.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

- Thank you to Karen First for her work with the CARES ACT reimbursement.

Commissioner Merrell

- CCAO met virtually last Friday.
- Keep supporting the local businesses.

**14**

**RESOLUTION NO. 20-543**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

It was moved by Mrs. Lewis, 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 pending or imminent litigation.

Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Absent	Mr. Merrell	Aye
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**RESOLUTION NO. 20-544**

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

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

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

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Gary Merrell

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Barb Lewis

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Jeff Benton