

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 3, 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. 20-644

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 27, 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 July 27, 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 Aye

2
RESOLUTION NO. 20-645

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0731:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0731 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
QUALITY MASONRY	Maintenance & Repair Services	40111402-8328	\$6,190.00
HD Supply/USA Bluebook	Package Plant Operating Supplies	66211900-5201	\$10,000.00
ALTMAN CO	Historic Court House Change Order	42011438-5410	\$23,073.20

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2003722	NORTH CENTRAL JOBS FOR OHIO GRADUATES	CCMEP YOUTH PROGRAM	22411603 - 5301	\$10,500.00
R2003722	NORTH CENTRAL JOBS FOR OHIO GRADUATES	CCMEP YOUTH PROGRAM	22311611 - 5301	\$3,500.00
R2003724	GOODWILL INDUSTRIES INC	CCMEP WIOA YOUTH PROGRAM	22311611 - 5301	\$6,500.00
R2003724	GOODWILL INDUSTRIES INC	CCMEP WIOA YOUTH PROGRAM	22411603 - 5301	\$19,500.00
R2003823	KEYSTONE RICHLAND CENTER LLC	FCFC MSY PLACEMENT	70161605 - 5342	\$23,000.00
R2003859	GOVCONNECTION INC	DESKTOP COMPUTERS	22311611 - 5201	\$10,071.70
R2003865	NEENAH FOUNDRY CO	MANHOLE LIDS - RSD	66211900 - 5292	\$10,000.00
R2003876	MATHEWS KENNEDY FORD LINCOLN MERCURY INC	VEHICLE PARTS	10011106 - 5228	\$4,500.00
R2003876	MATHEWS KENNEDY FORD LINCOLN MERCURY INC	VEHICLE REPAIRS	10011106 - 5328	\$4,500.00
R2003888	KOMLINE SANDERSON ENGINEERING CORP	EQUIPMENT REPAIR PARTS FOR BELT PRESS - AC	66211900 - 5228	\$11,550.00
R2003890	STATEWIDE FORD LINCOLN MERCURY INC	SO VEH	60111901 - 5370	\$38,203.50
R2003893	SAFE LIFE DEFENSE	BALLISTIC VESTS - EMS	61311923 - 5225	\$24,901.80
R2003896	PROCORE TECHNOLOGIES INC	CONSTRUCTION MGMT SOFTWARE - RENEWAL	66211900 - 5320	\$24,500.00

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

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**3
RESOLUTION NO. 20-646**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JUNE 2020:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of June 2020.

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

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

**4
RESOLUTION NO. 20-647**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT20-0113	Spectrum	Abbot Downing Blvd.	Place cable in ROW
UT20-0114	AEP	North Road	Install new poles
UT20-0115	Spectrum	Adams Road	Place cable in ROW
UT20-0116	Spectrum	Fancher Road	Place cable in ROW

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

**5
RESOLUTION NO. 20-648**

IN THE MATTER OF DESIGNATING AUGUST 2020 AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY:

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

WHEREAS, the Delaware County Child Support Enforcement Agency recognizes the important role of many partners to support Ohio’s children today to provide them with a stronger future tomorrow, including parents, employers, government agencies and others; and

WHEREAS, the Delaware County Child Support Enforcement Agency is committed to working with families to help them overcome barriers to paying child support so that they can provide for their children’s basic needs and ensure that their children have food, clothing and shelter; and

WHEREAS, the Delaware County Child Support Enforcement Agency appreciates staff for their hard work and commitment to ensuring that children receive the support they deserve; and

WHEREAS, the Delaware County Child Support Enforcement Agency is dedicated to investing in our children, their parents and our partners, so that the children grow up with the love and support of their parents’ and community; and

WHEREAS, through these partnerships, the National Child Support Program serves more than 14.7 million children and collects nearly \$28.6 billion dollars in child support annually; and

WHEREAS, through the leadership of the Delaware County Child Support Enforcement Agency, many children’s lives are brighter because of the following accomplishments in the past federal fiscal year:

- Best Performance Paternity Establishment in the Medium Caseload Division.
- Best Performance Collections on Current Support in the Medium Caseload Division.
- Best Performance Collections on Cases with Arrears in the Medium Caseload Division.
- Best Overall Performance in the Medium Caseload Division.
- Best Disbursement per Total FTE in the Medium Division (for every dollar the Agency spent, we collected \$18.50)

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- Collected over \$25.4 million dollars on 4,530 cases

WHEREAS, with the recognition of the above successes comes the acknowledgment that our children deserve our best efforts to ensure that Ohio children receive the support they deserve;

NOW, THEREFORE, WE the Board of Delaware County Commissioners of Delaware County, Ohio, do hereby designate, in conjunction with the State of Ohio,

AUGUST 2020
CHILD SUPPORT AWARENESS MONTH

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

6
RESOLUTION NO. 20-649

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND TRINITY SERVICES GROUP, INC., FOR INMATE FOOD SERVICES AT THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the amendment to the agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Trinity Services Group, Inc., for Inmate Food Services at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the amendment to the agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Trinity Services Group, Inc. for Inmate Food Services at the Delaware County Jail:

AMENDMENT TO THE AGREEMENT BETWEEN TRINITY SERVICES GROUP, INC. AND THE SHERIFF'S OFFICE OF DELAWARE COUNTY, OHIO (Effective March 29, 2020)

This is an Amendment to the Agreement for Services provided by Trinity Services Group, Inc. ("Contractor") to the Sheriff s Office of Delaware County, Ohio and Delaware County, Ohio ("County").

WHEREAS, the County and the Contractor previously entered into an agreement, and the parties now wish to revise the fee schedule previously agreed to in Resolution 18-1427;

THEREFORE, on exchange of mutual consideration and the parties ' mutual covenants and obligations, the parties agree as follows:

The Parties agree to replace the original fee schedule with the attached, which has been labeled as Exhibit A to this Amendment. The Parties further agree Exhibit A will have an effective date of March 29, 2020.

Except for the provisions amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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Exhibit A

Amended Price Per Meal Scale

Delaware County Sheriff's Office

Effective March 29, 2020

TRINITY SERVICES GROUP				
Delaware County Jail				
Inmate Population Sliding Scale				
FROM		TO	PRICE	
30	-	39	\$	6.945
40	-	49	\$	5.365
50	-	59	\$	4.416
60	-	69	\$	3.781
70	-	79	\$	3.328
80	-	89	\$	2.988
90	-	99	\$	2.723
100	-	109	\$	2.511
110	-	119	\$	2.338
120	-	129	\$	2.193
130	-	139	\$	2.071
140	-	149	\$	1.966
150	-	159	\$	1.875
160	-	169	\$	1.796
170	-	179	\$	1.725
180	-	189	\$	1.663
190	-	199	\$	1.607
200	-	209	\$	1.557
210	-	219	\$	1.511
220	-	229	\$	1.470
230	-	239	\$	1.436
240	-	249	\$	1.406
250	-	259	\$	1.377
260	-	269	\$	1.351
270	-	279	\$	1.327
280	-	289	\$	1.303
290	-	299	\$	1.282
300	-	And Over	\$	1.262

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

7
RESOLUTION NO. 20-650

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE MARION COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

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 following contract between the Marion County Board of Commissioners and the Delaware County Board of Commissioners regarding inmate housing;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract between the Marion County Board of Commissioners and the Delaware County Board of Commissioners regarding inmate housing:

(Approved by Marion County Board of Commissioners on July 16, 2020)

**CONTRACT BETWEEN THE MARION COUNTY BOARD OF COMMISSIONERS AND THE
DELAWARE COUNTY BOARD OF COMMISSIONERS FOR INMATE HOUSING**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 3rd day of August, 2020 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Marion County Board of Commissioners, 222 W. Center St., Marion, OH 43302 ("Marion County") (hereinafter collectively referred to as the "Parties" pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Marion County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Marion County desire that Delaware County provide jail services to Marion County and have Marion County's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Marion County.

Delaware County will receive and care for, at the Delaware County Jail, 844 US Hwy 42 N Delaware, Ohio 43015, all prisoners referred by Marion County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Marion County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Marion County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Marion County to telephone or otherwise contact the Administrator before delivery of Marion County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Marion County will also notify Delaware County of an estimated time of arrival.

Marion County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Marion County agrees to take reasonable steps to properly identify the inmate's biographical information including but not limited to the inmate's nationality. Marion County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Marion County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Marion County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Marion County, at Marion County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Marion County's prisoners outside Delaware County jurisdiction. When the destination of Marion County's prisoner transportation is outside Delaware County, Marion County shall arrange, at Marion County's sole expense, transportation of said prisoner to and from the

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Delaware County Jail.

Section 5 - Confinement Expenses

Marion County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Marion County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Delaware County Sheriff shall prepare and submit to Marion County, monthly, a statement specifying all obligations for payment required of Marion County. Marion County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Marion County any amount overpaid as specified in such statements within thirty (30) days after receiving notice.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of set off to Marion County.

Section 6 - Care Expenses

Marion County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Marion County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Marion County when the fact is known as soon as practical, without undue delay. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Marion County, and Marion County shall provide their own security for any and all hospitalizations

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Marion County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Marion County, or such other legal counsel Marion County may retain, shall represent Marion County in any and all habeas cases concerning this Agreement. Marion County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Marion County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Marion County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Marion County's prisoners shall be paid by Marion County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases. The Marion County's Sheriff and the Marion County Board of County Commissioners are not liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under R.C. 341.18 Delaware County shall have a right of action against Marion County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Marion County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Marion County's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

In its sole discretion, Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Marion County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to

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continue to keep said prisoner, Delaware County shall immediately notify Marion County or Marion County's Sheriff's Office and advise of the same. Upon notification provided herein, Marion County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant Marion County female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Administrator, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates under the age of 18 are outside the scope of this agreement.

Section 10 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until July 15, 2023, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 - Miscellaneous Terms & Conditions

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

11.2 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.

11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

11.6 Personnel: The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall Delaware County's employees be considered employees of Marion County within the meaning or application of any federal, state or local laws or regulations and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

8
RESOLUTION NO. 20-651

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE SHAWNEE HILLS VILLAGE COUNCIL AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following contract between the Shawnee Hills Village Council and the Delaware County Board of Commissioners regarding inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract between the Shawnee Hills Village Council and the Delaware County Board of Commissioners regarding inmate housing:

(Approved by Shawnee Hills Village Council on June 29, 2020)

**Contract between the Shawnee Hills Village Council and the Delaware County Board of
Commissioners, regarding municipal inmate housing.**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 3rd day of June, 2020 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and the Village of Shawnee Hills, Ohio, 9484 Dublin Road, Shawnee Hills, OH 43065 ("Shawnee Hills ") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 1905.35, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direct ion of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Shawnee Hills desires to have the Delaware County Jail house its inmates charged under its municipal ordinances. Shawnee Hills is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Shawnee Hills desire that Delaware County provide jail services to Shawnee Hills and have Shawnee Hills's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Shawnee Hills.

Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Shawnee Hills for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Shawnee Hills of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Shawnee Hills for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Shawnee Hills to telephone or otherwise contact the Sheriff of Delaware County, Ohio, or designee, before delivery of Shawnee Hills' prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Shawnee Hills will also notify Delaware County of an estimated time of arrival.

Shawnee Hills agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Shawnee Hills agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Shawnee Hills agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Shawnee Hills agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

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Persons imprisoned by Shawnee Hills or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Shawnee Hills, at Shawnee Hills' sole expense, to the Delaware County Jail. In no event shall Delaware County transport Shawnee Hills's prisoners outside Delaware County jurisdiction. When the destination of Shawnee Hills's prisoner transportation is outside Delaware County, Shawnee Hills shall arrange, at Shawnee Hills's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Shawnee Hills shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement ("Confinement Expense"). "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Shawnee Hills prisoner, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees. The Parties agree this amount is Delaware County's actual costs.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18. If Delaware County recovers any such money under R.C. 341.19 for a Shawnee Hills prisoner, whom Shawnee Hills already paid the Confinement Expense, Delaware County shall refund the Confinement Expense within thirty (30) days.

Delaware County Sheriff shall prepare and submit to Shawnee Hills, monthly, a statement specifying all obligations for payment required of Shawnee Hills. Shawnee Hills shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement.

Delaware County shall refund to Shawnee Hills any amount overpaid as specified in such statements within thirty (30) days of the statement.

Section 6 - Care Expenses

Shawnee Hills shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Shawnee Hills's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Shawnee Hills when the fact is known or as soon thereafter as possible. If the prisoner requires hospitalization under guard, the prisoner will be booked out of jail into the custody of Shawnee Hills, and Shawnee Hills shall provide its own security.

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Shawnee Hills shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Village Solicitor of Shawnee Hills, or such other counsel Shawnee Hills may retain, shall provide legal counsel in habeas case filed in state court. Shawnee Hills shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Shawnee Hills to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Shawnee Hills. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Shawnee Hills' prisoners shall be paid by Shawnee Hills unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Shawnee Hills develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Shawnee Hills or Shawnee Hills Police Department and advise it of the same. Upon notification provided herein, Shawnee Hills shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his

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employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 9 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until June 30, 2023, whereupon this Agreement shall terminate unless the Parties agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 10 - Miscellaneous Terms & Conditions

10.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between Delaware County and Shawnee Hills, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

10.2 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.

10.3 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.

10.4 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.

10.5 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 for such purpose and are in the treasury or in process of collection free from any other encumbrance.

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

9
RESOLUTION NO. 20-652

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LIBERTY GRAND DISTRICT SECTION 1 PHASE A & B AND THE COVE AT EVANS FARM:

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 Liberty Grand District Section 1 Phase A & B and The Cove at Evans Farm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Liberty Grand District Section 1 Phase A & B and The Cove at Evans Farm for submittal to the Ohio EPA for their approval.

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

10
RESOLUTION NO. 20-653

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR EVANS FARM SECTION 2 PHASE B, LIBERTY GRAND DISTRICT SECTION 1 PHASE A & B,

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AND VILLAS AT OLD HARBOR WEST SECTION 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for Evans Farm Section 2 Phase B, Liberty Grand District Section 1 Phase A & B, and Villas at Old Harbor West Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for Evans Farm Section 2 Phase B, Liberty Grand District Section 1 Phase A & B, and Villas at Old Harbor West Section 1:

Evans Farm Section 2 Phase B

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 3rd day of August 2020, by and between **Evans Farm Land Development Company, LLC**, 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 Phase B of the **Sanitary Sewer Improvement Plan for Evans Farm Section 2, Phase B, C, D & D-2**, dated **November 20, 2019**, approved by the County on **January 6, 2020**, and **revised on July 8, 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 **25** 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

For on-site improvements the following options for financial warranty apply:

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 (**\$136,801.00**) 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 2 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 **Evans Farm 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

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Improvements for plan review of Phase B in the **Sanitary Sewer Improvement Plan for Evans Farm Section 2, Phases B, C, D & D-2 (\$4,788.03)**. 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 Phase B of **Evans Farm Section 2, Phase B, C, D & D-2 (\$11,628.08)**. 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 **Evans Farm Section 2, Phase B** 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 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 any negligent acts, errors or omissions of the Subdivider, its employees, agents, or contractors, or any other person for whose acts any of them may be liable.

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.

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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.

Liberty Grand District Section 1 Phase A & B

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 3rd day of August 2020, by and between **M/I Homes of Central Ohio, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Liberty Grand District Section 1, Phase A & B** Subdivision Plat or condominium amendments on said development parcel 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 the **Sanitary Sewer Improvements Plan for Liberty Grand District Section 1, Phase A & B**, dated **July 1, 2020**, and approved by the County on **July 22, 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 **50** 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

For on-site improvements the following options for financial warranty apply:

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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 (**\$299,401.00**) 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 Improvements Plan for Liberty Grand District Section 1, Phase A & 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 **Sanitary Sewer Improvements Plan for Liberty Grand District Section 1, Phase A & B (\$10,479.04)**. 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 Improvements Plan for Liberty Grand District Section 1, Phase A & B (\$25,449.09)**. 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 Improvements Plan for Liberty Grand District Section 1, Phase A & B** 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

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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.
- (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

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right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

Villas at Old Harbor West Section 1

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

SECTION I: INTRODUCTION

This Agreement is entered into on this 3rd day of August 2020, by and between **3 Pillar Homes Villas at Old Harbor West, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Villas at Old Harbor West Section 1** Subdivision Plat 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 Section 1 of the **Sanitary Sewer Improvements for Villas at Old Harbor West Sections 1, 2, & 3**, dated **June 16, 2020**, and approved by the County on **June 29, 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 **38** 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. Capacity is not guaranteed until the final Subdivision Plat is recorded. 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.

The development includes one connection for a community center. This connection will require a Commercial Tap Fee Form be submitted to the County. The number of residential equivalent connections will be determined following submittal of this form.

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 (**\$214,500.00**) 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 Section 1 of the **Sanitary Sewer Improvements for Villas at Old Harbor West Sections 1, 2, & 3**.

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 Section 1 of **Sanitary Sewer Improvements for Villas at Old Harbor West Sections 1, 2 & 3 (\$7,507.50)**. 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 **Villas at Old Harbor West Section 1 (\$18,232.50)**. 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

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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 Section 1 of **Sanitary Sewer Improvements for Villas at Old Harbor West Sections 1, 2 & 3** 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 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:

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- (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.

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.

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

11

RESOLUTION NO. 20-654

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH METROPOLITAN ENVIRONMENTAL SERVICES FOR SLUDGE HAULING FROM COUNTY PACKAGE PLANTS:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Metropolitan Environmental Services for Sludge Hauling from County Package Plants;

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

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 3rd day of August, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Metropolitan Environmental Services, 5055 Nike Dr., Hilliard, Ohio 43026 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide hauling of sludge from County package plants and other duties as approved by the County (the "Services").
- 1.2 The Contractor 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 described in and shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

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2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer 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 Contractor, shall supersede all prior understandings and agreements relating to 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 on a time and materials basis in accordance with *Exhibit A*.
- 4.2 Total compensation under this Agreement shall not exceed \$50,000.00 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 Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to 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.

County: Delaware County Regional Sewer District

Name: Chad Kidd

Address: 6579 Moore Rd., Delaware, Ohio

Telephone: 740-833-2240

Email: ckidd@co.delaware.oh.us

Contractor:

Name of Principal: Michael Smith

Address of Firm: 5055 Nike Dr.

City, State, Zip: Hilliard, OH, 43026

Telephone: (614) 771-1881

Email: MSmith@MetEnviro.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

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- 7.1 The Contractor shall commence Services upon written Notice to Proceed (“Authorization”) from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor 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 Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 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 not be effective unless and until approved in a writing signed by both Parties.

10 INDEMNIFICATION

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

11 INSURANCE

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

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- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

Contractor certifies that it has a written affirmative action program for employment and effectively

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utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

12

RESOLUTION NO. 20-655

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH H.R. GRAY, INC. FOR ON-CALL TESTING AND INSPECTION SERVICES:

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

WHEREAS, the Board of Commissioners previously entered into a contract on April 20, 2020, with H.R. Gray, Inc., for On-Call Testing and Inspection Services; and

WHEREAS, Amendment No. 1 authorizes continuing residential construction inspection services; and

WHEREAS, there is an increase to the contract cost in the amount of \$25,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with H.R. Gray, Inc., for On-Call Testing and Inspection Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Professional Services Contract with H.R. Gray, Inc.:

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Original Agreement dated April 20, 2020 is made and entered into this 3rd day of August, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and H.R. Gray, Inc., 3770 Ridge Mill Drive, Columbus, Ohio 43026 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Original Agreement, the Parties mutually agree to amend the Original Agreement as follows:

- A. Sections 4.2 of the Original Agreement shall be modified to increase the total compensation to Forty-Nine Thousand, Nine Hundred Dollars and Zero Cents (\$49,900.00).

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

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

13

RESOLUTION NO. 20-656

IN THE MATTER OF APPROVING A PARTIAL RELEASE AND VACATION OF SANITARY SEWER EASEMENT FOR LOT 6322 WILLOW BEND, SECTION 1, GENOA TOWNSHIP, DELAWARE COUNTY, OHIO (OFFICIAL RECORD 764, PAGE 940):

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

WHEREAS, the Sanitary Engineer has received a request to vacate a portion of an existing sanitary sewer easement located within Lot 6322 of Willow Bend, Section 1 Subdivision; and

WHEREAS, the Sanitary Engineer has determined that a portion of the sanitary sewer easement can be released and vacated without adversely affecting Delaware County and recommends approving vacation and release of the easement;

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

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Ohio, hereby approves the following Vacation and Release of Easement:

VACATION AND RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT effective this 3rd day of August, 2020, the undersigned DELAWARE COUNTY BOARD OF COMMISSIONERS, a/k/a Delaware County Commissioners, a political subdivision of the State of Ohio, hereby permanently surrenders, vacates, and releases a portion of that certain Sanitary Sewer Easement granted to it by Willow Bend Homeowners Association, Inc., as delineated on Willow Bend Section 1 by instrument recorded in Official Record Volume 764, Page 940 Recorder’s Office, Delaware County, Ohio, such surrendered, vacated, and released portion of the easement being described and depicted on Exhibit A attached hereto.

Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Vacation and Release of Easement in the County Records.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed effective the day and year first above stated.

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

14

RESOLUTION NO. 20-657

IN THE MATTER OF APPROVING AN EASEMENT TO AMERICAN ELECTRIC POWER IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, an easement to American Electric Power is necessary to provide service to the Lower Alum Creek Relief Pump Station; and

WHEREAS, the Sanitary Engineer recommends that the easement be granted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves granting the following easement to American Electric Power:

Easement & Right of Way

BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, “Grantor”, in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, “Grantee”, the receipt and sufficiency of which is acknowledged, grants and conveys to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, “Easement” for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Delaware, Township of Orange, located in Farm Lot 5, Quarter Township 1, Township 3, Range 18 of the United States Military District. Being part of a 0.551 acre tract of land as described in Official Records Volume 1590, Page 213 of the Delaware County Recorder’s Office (Parcel # 318-143-01-021-003).

Said lines and facilities shall be constructed within a certain strip of land fifteen (15) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee’s choosing, without the need for a new easement.

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Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor signed this Easement on the 3rd day of August, 2020.

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

15

RESOLUTION NO. 20-658

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH WILLIAM AND CAROLYN NOBLE IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, a sanitary easement, utility easement and construction easements are necessary on the property owned by William and Carolyn Noble in order to construct and provide access to the Lower Alum Creek Relief Pump Station; and

WHEREAS, the Sanitary Engineer recommends that the Easement Agreement be approved;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Easement Agreement with William and Carolyn Noble:

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 3rd day of August, 2020, by and between William P. Noble and Carolyn A. Noble, SELLER, and the Board of County Commissioners of Delaware County, Ohio, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for a Utility Easement, Sanitary Easement and Temporary Construction Easements across the real estate described on attached Exhibit A, Exhibit B, and Exhibit C.

The purchase price of said Easements is valued at Ninety-One Thousand Dollars and Zero Cents (\$91,000.00) and will be compensated via the purchase price of Ten Thousand Dollars and Zero Cents (\$10,000.00), as well as ten (10) sewer tap credits granted on the properties controlled by the SELLER upon the execution of the Deed of Easements, and SELLER acknowledges that the purchase price stated herein constitutes full just compensation for the acquisition of the easement(s) and any damages to SELLER's residual lands as a result of the acquisition.

In addition to the purchase price, the BUYER agrees that all areas of construction that will have dirt excavated from the subject real estate, shall be backfilled with twelve (12) inches of screened, clean top soil with no rocks or stone. All excavated dirt not replaced by the top soil shall be hauled away, removed, and not spread on SELLERS' property. SELLERS will be notified at least one week in advance of commencement of construction. BUYER also agrees that River's Edge Drive shall be allowed to be extended from its present location over the permanent utility easement onto SELLERS' real estate for future development.

This transaction is to be closed at a time and place agreed upon between the parties, but no later than 45 days following execution of this Agreement, at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easements for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

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

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RESOLUTION NO. 20-659

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2021 TAXES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117; and

WHEREAS, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certify the delinquent accounts in the amount of \$163,337.32 to the County Auditor for the 2021 real property tax list and duplicate. (Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2021 Sewer Tax Assessments
To be certified by the Board of Commissioners on 8/3/2020**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$60,423.69
66211900-4108-11904 – Alum Creek	\$89,625.04
66211900-4108-11905 – Lower Scioto	\$2,661.68
66211900-4108-11912 - Package Plants	\$10,626.91
Total Assessments	\$163,337.32

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

17

RESOLUTION NO. 20-660

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, a vacancy exists for a term that will expire June 30, 2024;

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

Section 1. The Board hereby appoints Asa B. Winkler as a member of the Delaware-Morrow Mental Health & Recovery Services Board for the term expiring June 30, 2024.

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

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

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18**RESOLUTION NO. 20-661**

A RESOLUTION OF NECESSITY TO LEVY A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF THE ESTABLISHMENT AND OPERATION OF A 9-1-1 SYSTEM:

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

PREAMBLE

WHEREAS, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County, Ohio, Countywide 9-1-1 System (the "System"); and

WHEREAS, it is necessary to levy a tax in excess of the ten-mill limitation; and

WHEREAS, the System serves the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware (the "Service Area"), and the tax shall only be imposed in the Service Area; and

WHEREAS, the levy would be for the purpose of the establishment and operation of the System, said purpose being authorized by R.C. 5705.19(BB); and

WHEREAS, a resolution declaring the necessity of levying a renewal of an existing tax, with an increase, pursuant to R.C. 5705.19, outside the ten-mill limitation must be approved and certified to the Delaware County Auditor ("Auditor") in order to permit the Delaware County Board of Commissioners (the "Board") to consider the levy of such a tax and must request that the Auditor certify to the Board the total current tax valuation of the Service Area, and the number of mills required to generate a specified amount of revenue, or the dollar amount of revenue that would be generated by a specified number of mills;

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County.
2. It is necessary to levy a tax in excess of the ten-mill limitation.
3. Pursuant to R.C. § 5705.03(B)(1):
 - a. The purpose of the tax is for the establishment and operation of a 9-1-1 system, said purpose being authorized by R.C. 5705.19(BB);
 - b. The levy is a renewal of an existing tax, with an increase;
 - c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(BB), 5705.191, and 5705.25;
 - d. The term of the tax is five (5) years;
 - e. The territory where the tax is to be levied is the Service Area, being the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware;
 - f. The date of the election at which the question of the tax shall appear on the ballot is November 3, 2020;
 - g. The ballot measure shall be submitted upon the entire territory of the Service Area;
 - h. The tax will be first levied in tax year 2021 and first collected in calendar year 2022;
 - i. No territory outside Delaware County is subject to the tax.
4. Pursuant to R.C. 5705.03(B)(1), the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Auditor. The Board hereby requests that the Auditor certify to this Board the following:
 - a. The total current tax valuation of the Service Area;
 - b. The dollar amount of revenue that would be generated by the levy of 0.68 mills.

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5. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
6. This Resolution shall be in full force and effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commission Merrell
-Good to hear that the County has moved down in the color level advisory.

Commissioner Lewis
-Agree that is good news.

Commissioner Benton
-Not much to report since no extra things are happening in the area due to restrictions in place.

RESOLUTIONS 20-662 AND 20-663 WERE NOT UTILIZED.

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RESOLUTION NO. 20-664

A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF THE ESTABLISHMENT AND OPERATION OF A 9-1-1 SYSTEM:

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

PREAMBLE

WHEREAS, on August 3, 2020, the Delaware County Board of Commissioners (the "Board") approved Resolution No. 20-661, declaring the necessity to levy a tax in excess of the ten-mill limitation for the purpose of the establishment and operation of a 9-1-1 system, said tax to be levied within the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware (the "Service Area"); and

WHEREAS, the Delaware County Auditor ("Auditor") has certified the following information to the Board:

1. The total current tax valuation of the Service Area is 7,390,296,180;
2. The dollar amount of revenue that would be generated by 0.68 mills is \$4,517.131.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The Board shall proceed with the submission of the question of the tax to electors.
2. The rate of the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:
 - a. 0.68 mills;
 - b. This rate amounts to six and eight tenths cents (\$0.068) for each one hundred dollars of tax valuation;
 - c. The levy is a renewal levy at the rate of 0.63 mills for the existing tax levy, with an increase of 0.05 mills.
3. Pursuant to R.C. § 5705.03(B)(1):

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- a. The purpose of the tax is for the establishment and operation of a 9-1-1 system, said purpose being authorized by R.C. 5705.19(BB);
 - b. The levy is a renewal of an existing tax, with an increase;
 - c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(BB), 5705.191, and 5705.25;
 - d. The term of the tax is five (5) years;
 - e. The territory where the tax is to be levied is the Service Area, being the entire County of Delaware, except for the incorporated areas of the Cities of Columbus, Dublin, and Westerville within the County of Delaware;
 - f. The date of the election at which the question of the tax shall appear on the ballot is November 3, 2020;
 - g. The ballot measure shall be submitted upon the entire territory of the Service Area;
 - h. The tax will be first levied in tax year 2021 and first collected in calendar year 2022;
 - i. No territory outside Delaware County is subject to the tax.
4. The Clerk of the Board is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Delaware County, Ohio (“BOE”)**. Certification shall include copies of **ALL** of the following documents:
- a. **Resolution of Necessity** (Resolution No. 20-661 adopted on August 3, 2020; and
 - b. **Certification of the Auditor**; and
 - c. **Resolution to Proceed** (This Resolution).

Certification shall occur by **no later than 4:00 PM on August 5, 2020** (90 days prior to the Election).

The Clerk of the Board shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

<p>OFFICIAL QUESTIONS AND ISSUES BALLOT GENERAL ELECTION – NOVEMBER 3, 2020 DELAWARE COUNTY, OHIO</p> <p>PROPOSED TAX LEVY – RENEWAL AND AN INCREASE DELAWARE COUNTY (EXCLUDING THE CITIES OF COLUMBUS, DUBLIN AND WESTERVILLE)</p> <p>A Majority Affirmative Vote Is Necessary For Passage.</p>	
<p>A renewal of 0.63 mills and an increase of 0.05 mills to constitute a tax for the benefit of Delaware County (excluding the cities of Columbus, Dublin and Westerville) for the purpose of THE ESTABLISHMENT AND OPERATION OF A 9-1-1 SYSTEM at a rate not exceeding 0.68 mills for each one dollar of valuation, which amounts to six and eight-tenths cents (\$0.068) for each one hundred dollars of valuation, for five years, commencing in 2021, first due in calendar year 2022.</p>	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

6. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
7. This Resolution shall be in full force and effect immediately upon adoption.

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

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RESOLUTION NO. 20-665

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 20-666

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners