

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 16, 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

1:30 P.M. Viewing For Vacation Of A Never Improved Unnamed Alley, Located At 3238 Radnor Road, Radnor, Ohio, Delaware County, Ohio Between Lots 8 And 9, In Radnor Township (Public Participation In This Viewing, Will Be Taking Place Only By Virtual Means)

1
RESOLUTION NO. 20-1020

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 12, 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 November 12, 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. 20-1021

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1113 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1113:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1113, memo transfers in batch numbers MTAPR1113 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Schooley Caldwell (P2000871)	Historic Court House	42011438-5410	\$24,500.00
Tyler Tech (P2003931)	911 Dept. Equipment	41711436-5452	\$21,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2004347	FOX RUN HOSPITAL	PLACEMENT CARE	22511607 - 5342	\$12,000.00
R2004652	SAFY INC	PLACEMENT CARE	22511607 - 5342	\$9,100.00
R2004716	OHIO DEPARTMENT OF MEDICAID	REIMBURSEMENT NON SPENT MONEY MSY21-21-0004	70161605 - 5342	\$33,462.90
R2004805	KONESCranes INC	ANNUAL HOIST CRANE INSPECTIONS - RSD	66211900 - 5328	\$8,190.00

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

3
RESOLUTION NO. 20-1022

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

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

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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
UT20-0204	Century Link	Boston Road	Road Bore
UT20-0205	Spectrum	Home Road	Place cable in ROW

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

**4
RESOLUTION NO. 20-1023**

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

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

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 16th day of November 2020 by and between the **Delaware County Board of Commissioners**, 101 North Sandusky Street, Delaware, Ohio 43015, (“**Commissioners**”), and **Title First Agency, Inc.**, 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 (“**Contractor**”), *the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”)* shall be considered a third party beneficiary of this agreement who hereby agree as follows:

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

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

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

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

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

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

ARTICLE I: NATURE OF CONTRACT

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

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by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. TIME OF PERFORMANCE.

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

ARTICLE IV. COMPENSATION.

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

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations

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described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

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

ARTICLE VIII: RECORD KEEPING

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

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but

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which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.

- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

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

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

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

ARTICLE XIII: CONFIDENTIALITY

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

ARTICLE XIV: LIABILITY

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

ARTICLE XV: COMPLIANCE WITH LAWS

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

ARTICLE XVI: DRUG FREE WORKPLACE

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

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

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

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

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

ARTICLE XIX: NOTICES

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

- 1). In case of the Commissioners to:
Delaware County Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015
- 2). In case of the Contractor, to:
Title First Agency, Inc.
999 Polaris Pkwy, Suite 101
Columbus, Ohio 43240

ARTICLE XX: HEADINGS

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

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ARTICLE XXI: SEVERABILITY

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

ARTICLE XXII: CONTROLLING LAW

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

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

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

ARTICLE XXIV: FINDINGS FOR RECOVERY

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

ARTICLE XXV: DEBARMENT

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

ARTICLE XXVI: EXECUTION

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

ARTICLE XXVII: ANTITRUST ASSIGNMENT

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

ARTICLE XXVIII: CONFLICT

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

**Exhibit A
SCOPE OF WORK**

- A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:
1. The name, address, and marital status of record holder or holders of title.
 2. The name, address of spouse, if any, a record holder or holders of title.
 3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
 4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.

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5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
 6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
 7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
 8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
 9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.
- B. Title Insurance Commitment**
1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.
- C. Escrow Services**
1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
 2. Costs incurred for title services will be reimbursed to the Commissioners and ODA through the title insurance company, as escrow agent, at closing by the respective landowner noted in Exhibit B as documented in the ODA approved settlement statement (HUD-1).
- D. Closing**
1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre- approval of the Commissioners and ODA.
 2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
 3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
 4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
 5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
 6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
 7. Secure an Owners Policy of title insurance for ODA.

Exhibit B

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

Owner: STB3 LLC

Property Location: Todd Street Rd

County: Delaware

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Township: Kingston

Parcel Number(s):	Acres:
51720001024002	41.625
51720001022000	50.040

Title Search:	\$ 300.00
Title Insurance:	\$
Title Commitment:	\$ 50.00
Title Insurance Premium:	\$1,015.50
Settlement Fee:	<u>\$ 300.00</u>
TOTAL:	\$1,665.50

Plus additional Costs as needed:

Title Update and Recording:	\$75.00 + 375.00
Copy Costs:	\$2.00/pg
Courier Fee:	\$45.00

Title Search Due Date: TBD

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

**5
RESOLUTION NO. 20-1024**

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH EVOQUA WATER TECHNOLOGIES, LLC:

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

WHEREAS, Evoqua Water Technologies, LLC, is currently under contract to supply Calcium Nitrate for the Sewer District (DCRSD Contract 19-01); and

WHEREAS, the contract allows for an extension of up to two (2) years; and

WHEREAS, there is no change in contract price; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with Evoqua Water Technologies, LLC, until December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 1 to extend the contract with Evoqua Water Technologies, LLC, and authorizes the Sanitary Engineer to sign the Change Order document.

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

**6
RESOLUTION NO. 20-1025**

IN THE MATTER OF APPROVING THE ANNUAL SUBSCRIPTION ADDENDUM OF THE SOFTWARE LICENSE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND AFFIDAVIT MAKER FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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 annual subscription addendum to the software license agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Affidavit Maker for the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the annual subscription addendum to the software license agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Affidavit Maker for the Delaware County Sheriff’s Office:

**Affidavit Maker
Software License Agreement
Annual Subscription Addendum**

This Addendum shall become part of and incorporated into the agreement entered into on October 21, 2004 by and between Affidavit Maker Software L.L.C. (“Licensor”), a Limited Liability Company having principle offices at Springfield, Ohio and the undersigned customer, the Delaware County Sheriff’s Office, 149 North Sandusky Street, Delaware, Ohio 43015, a County Law Enforcement Agency (“Licensee”). The Agreement

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and Addendum determine the rights and licenses granted to the Licensee in the Licensed Software Supplied by the Licensor hereunder.

LICENSE FEES AND CHARGES

The license fees and charges for the Licensed Product shall be calculated by the number of sworn Law Enforcement Officers who serve the Licensee on the effective date of this License Agreement, multiplied by the then current fees and charges for the Licensed Product.

The number of sworn Law Enforcement Officers who serve the Licensee on the effective date of this License Agreement and the current fees and charges for the Licensed Product follow:

82 personnel multiplied by \$23.00/person

Table with 2 columns: Item, Amount. Rows: Affidavit Maker Main Module \$1,886.00, Affidavit Maker Juvenile Module \$ 679.00, Affidavit Maker Video Training \$ 256.50

The Term of this Addendum shall be November 1, 2020 through October 31, 2021.

TOTAL DUE November 1, 2020 \$2,821.50

CUSTOMER PROGRAMMING FEES

During the term of this License Agreement, system consultation services, data conversion services, incorporation of Municipal Ordinances into the Licensed Product, and other services performed by Licensor shall be performed at an hourly rate of \$100.00 per hour.

Licensed Software installation on Licensed CPU's other than those specified in Article 4 shall be performed at the rate of \$400.00 per year per CPU.

ANNUAL MAINTENANCE

Licensee shall be permitted to enter into annual Maintenance Agreements at pricing calculated by the number of sworn Law Enforcement Officers who serve the Licensee on the effective date of the Annual Maintenance Agreements. The Annual Maintenance Agreements shall be at the then current fees and charges for Annual Maintenance, provided that Annual Maintenance for the Main Affidavit Maker module shall not increase more than five percent (5%) per annum.

Should Licensee take advantage of the provisions of Section 4 (E) of this agreement and obtain additional software module(s) from Licensor, the Annual Maintenance for those additional module(s) shall be at the then current Fees and charges for Annual Maintenance of the Module(s) and shall be in addition to the Annual Maintenance for the Main Affidavit Maker Module. Annual Maintenance charges for these additional module(s) shall not increase more than five percent (5%) per annum from the initial Annual Maintenance fee of the additional module(s).

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

7 RESOLUTION NO. 20-1026

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Table with 3 columns: Description, Item, Amount. Row: Supplemental Appropriation 22711328-5001 CARES ACT HB 481/Compensation 10,697.36

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

For Consideration for Other Business

RESOLUTION NO 20-1027

IN THE MATTER OF A PROCLAMATION FOR THE DELAWARE COUNTY DISTRICT LIBRARY'S GROUNDBREAKING FOR THE LIBERTY BRANCH LIBRARY:

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

WHEREAS, the Delaware County District Library will break ground for the Liberty Branch Library, its newest facility, on Nov. 18, 2020, at 7468 Steitz Road in Powell and Liberty Township; AND

WHEREAS, this expansion confirms the importance of a robust library system in Delaware County and the role that all of this systems' facilities play in our community's ability to connect, learn and grow; AND

WHEREAS, thoughtful and fiscally prudent planning has enabled this project to move forward, ensuring that our citizens have access to the many resources that a library system provides during challenging times; AND

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WHEREAS, the design and planning of the Liberty Branch Library has incorporated input from a wide variety of stakeholders, including the Delaware County Board of Developmental Disabilities.

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize and commend the work of the Delaware County District Library’s staff and supporters in making the Liberty Branch Library a reality and a welcome addition to our community.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-The Small Business Grant Program went live. To date, there are 80 applications.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-Read a statement on COVID in Delaware County.

Commissioner Merrell

-Virtually attended a CORSA meeting Friday.

-Followed up on Commissioner Lewis’ statement.

Commissioner Benton

- Followed up on Commissioner Lewis and Commissioner Merrell’s statements.

-Attended the COYC board meeting last week.

-The Land Bank will meet on Wednesday.

-There is a community call out to address the property at 50 Channing Street (Engineer’s building).

-The Historical Society will hold their annual meeting virtually on Wednesday evening.

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RESOLUTION NO. 20-1028

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR ECONOMIC DEVELOPMENT:

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment of a public employee or public official; to consider the purchase of property for public purposes and for economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of

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an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 20-1029

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Recess 11:47 AM/Reconvene 1:32 PM

1:30 P.M. Viewing For Vacation Of A Never Improved Unnamed Alley, Located At 3238 Radnor Road, Radnor, Ohio, Delaware County, Ohio Between Lots 8 And 9, In Radnor Township (Public Participation In This Viewing, Will Be Taking Place Only By Virtual Means)

Recess 1:45 PM/Reconvene 2:32 PM

RESOLUTION NO. 20-1030

A RESOLUTION TO EXPRESS THE BOARD’S CONCERNS ABOUT POTENTIAL CLOSURES IN RESPONSE TO THE COVID-19 PANDEMIC AND URGING THE STATE OF OHIO TO CONSIDER ALTERNATIVE MEASURES:

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

WHEREAS, as of today’s date, the State of Ohio has experienced approximately 300,000 cases of COVID-19, resulting in more than 22,000 hospitalizations, and at least 5,722 deaths; and

WHEREAS, in Delaware County alone, there have been more than 4,000 cases and at least 31 deaths; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) acknowledges the severity of the pandemic and its public health impacts, which has been worsening in recent weeks; and

WHEREAS, the Board has encouraged all residents in Delaware County to follow public health measures, including proper hygiene, close self-monitoring, wearing of facial coverings, and social distancing, and has implemented appropriate mitigation plans for the Board’s departments and employees; and

WHEREAS, as a result of increasing case incidence throughout the State of Ohio, the Governor has informed all Ohioans that additional measures may be necessary, including modifications to existing requirements and the possibility of shutdowns in business and educational sectors; and

WHEREAS, the Board wishes to express its concern that another shutdown of the Ohio economy through State order is unwise and unnecessary, for the following reasons:

1. While the shutdowns in the spring were an emergency measure to immediately protect the public health, safety, and welfare by preventing the uncontrolled transmission of COVID-19 and allow hospitals to adequately prepare and develop additional capacity before being inundated with COVID-19 cases, this pandemic is now in its tenth month, allowing ample time for a planned legislative response, which would be more indicative of popular support.
2. Ohio citizens and the business community have generally continued to support social distancing and mask wearing, which should be rewarded, by allowing our business community to be empowered to continue to operate in accordance with all current health orders instead of losing their right to operate.

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3. The prior shutdowns had a devastating impact on small retail businesses, restaurants, service providers, and schools, many of which have been unable to recover, while inadvertently rewarding large companies that were able to continue to operate or even expand as a result of the pandemic.
4. Local small businesses have been financially devastated by the impact of the first shut down and the continuing business restrictions. Despite the limitations, businesses have followed orders and should not be further penalized. Another shutdown will only result in more small businesses and restaurants closing permanently. The focus should be on targeted enforcement of the existing requirements, punishing the bad actors, not the vast majority working in good faith to follow the existing requirements.
5. The last shutdown resulted in unacceptable trade-offs. Our children did not receive the education and social interaction they needed; there was a rise in spousal and child abuse; there was a rise in suicides and drug overdoses; there was a failure to treat other illnesses because of the shutdown, such as cancer and heart issues, and failure to make other necessary health risk diagnoses.
6. Recognizing that one or more vaccines in development are close to approval, the negative consequences of another shutdown have a higher likelihood of outweighing any short-term positive outcomes.
7. Delaware County strongly supports rewarding those that have closely adhered to the existing requirements and guidance and focusing on targeted enforcement against those not in compliance.
8. Sweeping orders for additional shutdowns would inflict irreparable harm on our society that will have a lasting impact far beyond the current pandemic. We should empower our businesses to lead through these trying times instead of shutting down their operations without regard to the manner in which they have been in compliance.

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

Section 1. The Board hereby urges the State of Ohio to avoid ordering any closures and to redouble efforts to enforce the current restrictions and guidance for all business and educational sectors, including proper hygiene, close self-monitoring, wearing of facial coverings, and social distancing.

Section 2. The Board hereby urges all residents to follow all current restrictions and guidance to mitigate the COVID-19 public health emergency, including proper hygiene, close self-monitoring, wearing of facial coverings, and social distancing, not as a matter of legal obligation, but as an expression of solidarity with our community’s health care workers and most vulnerable citizens, which will allow us to, as much as possible, go about normal life, education, and commerce without long-term negative consequences.

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

RESOLUTION NO. 20-1031

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

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

RESOLUTION NO. 20-1032

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners