

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 23, 2020**

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

Present:
Gary Merrell, Vice President
Barb Lewis, Commissioner

Absent:
Jeff Benton, President

1
RESOLUTION NO. 20-1044

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 19, 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 19, 2020; and

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

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

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

Other Business:

Ohio Senator Andrew Brenner: Presenting the Board of Commissioners a proclamation from the Ohio Senate on the rehabilitation of the Historic Courthouse.

2
RESOLUTION NO. 20-1045

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1120 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1120:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1120, Procurement Card Payments in batch number PCAPR1120 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2004879	YSI INC	USED FOR TROUBLE SHOOTING NUTRIENTS - OECC	66211900 - 5450	\$14,326.00
R2004886	GLOBAL EQUIPMENT COMPANY INC	SMOKING SHELTERS	40111402 - 5260	\$6,326.39
R2004902	TRI COUNTY TOWERS	911 COMMUNICATION TOWERS INSPECTIONS	21411306- 5328	\$14,000.00

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

3
RESOLUTION NO. 20-1046

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND STANLEY CONVERGENT SECURITY SOLUTIONS, INC., FOR NEW SECURITY CAMERAS AT THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the contract between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Stanley Convergent Security Solutions, Inc., for new security cameras at the Delaware County Jail;

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

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contract between the Delaware County Board of Commissioners, the Delaware County Sheriff, and Stanley Convergent Security Solutions, Inc., for new security cameras at the Delaware County Jail:

DELAWARE COUNTY CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into this 23rd day of November, 2020 by and between Delaware County, Ohio ("County") and the Delaware County Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Stanley Convergent Security Solutions, Inc. ("Stanley") whose principal place of business is located at 11899 Exit 5 Parkway, Suite 100., Fishers, IN 46037. (Individually "Party," collectively "Parties").

1. Description of Services.

The purpose of this Contract is to provide additional security cameras at the Delaware County Jail, to include labor for engineering documentation updates, PLC program modifications, Touch Screen design changes Security Management Server updates, IP Camera configuration, Genetec Video Management configuration, assembly labor, and on-site service. The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

Stanley Exhibit 1: "Quotation #200636-3."

2. Compensation, Contract Maximum, and Term.

In exchange for the Services, Sheriff shall pay Stanley Ninety-Three Thousand Four Hundred Thirty Dollars and Zero Cents (\$93,430.00) for the term of this Contract plus Four Thousand Five Hundred Fifty Dollars and Zero Cents (\$4,550.00) for Option #2, for a total contract amount of Ninety-Seven Thousand Nine Hundred Eighty Dollars and Zero Cents (\$97,980.00). It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Ninety Seven-Thousand Nine hundred Eighty Dollars and Zero Cents (\$97,980.00). This contract shall be effective upon the date when the final party executes this contract and continues through satisfactory completion of the project, unless otherwise terminated as provided in this Contract.

3. Taxes.

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

4. Warranty.

Stanley warrants its work and equipment as set forth in Exhibit 1.

5. Termination.

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Stanley shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, Stanley shall have no cause of action against Sheriff, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will Sheriff, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by Stanley.

6. Indemnification.

Stanley 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.

7. Insurance.

A. 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.

B. 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.

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C. 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.

D. Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement. Contractor shall require all of its subcontractors to provide like endorsements.

E. 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.

8. Independent Contractor.

Stanley agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Stanley assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract. Stanley and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.

Provisions Relating to Compliance with State and Federal Law

9. Certification for Findings for Recovery.

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

Pat Hickok
GENERAL MANAGER

10. Independent Contractor Acknowledgement/ No Contribution to OPERS.

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

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

Pat Hickok
GENERAL MANAGER

11. Non-discrimination.

Stanley certifies and agrees as follows:

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

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

12. Accessibility.

Stanley certifies and agrees as follows:

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

Stanley, all subcontractors, and/or any person acting on behalf of Stanley or any subcontractor shall comply

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

13. Certification Regarding Personal Property Taxes.

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

Pat Hickok
GENERAL MANAGER

14. Drug Free Environment.

Stanley 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. Stanley shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. Prohibited Interests.

Stanley 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, as prohibited by Ohio law. 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.

Miscellaneous Terms and Conditions

16. No Exclusivity.

Stanley shall not be the exclusive provider of the Services. Sheriff and Board, in their sole discretion, may utilize other contractors to perform/ provide the same or similar Services.

17. Entire Agreement.

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

18. Severability.

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

19. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

20. Notice.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

21. 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.

22. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. Stanley may not subcontract any portion of this Contract.

23. Headings.

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

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24. Force Majeure.

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Contract is terminated as provided herein.

25. Competitive Bidding.

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. This contract is for supplementary, proprietary equipment available from only a single vendor, and is exempt from competitive bidding requirements under R.C. 307.86(B).

26. Conflicts between Documents.

In the event of a conflict between the provisions of this document and Stanley Exhibit 1, this document will prevail.

27. Drafting, Counterparts, and Signatures.

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

**STANLEY CONVERGENT SECURITY SOLUTIONS, INC
CONSTRUCTION CONTRACT ADDENDUM**

This Addendum is attached to and incorporated by reference into that Contract for Services (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "Subcontractor" or "SCSS") and Delaware County Sheriff's Office (hereinafter; "Owner").

1. **Applicability:** This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail. Owner expressly agrees and understands that under no circumstances shall the Agreement or any attachments or modifications hereto bind SCSS to the terms and conditions of any agreement between Owner and any other party that are in any way contrary to this Addendum or which expand SCSS's liability beyond that expressly stated in the Agreement and this Addendum.

2. **Indemnification:** In no event will SCSS, its employees, agents or representatives be responsible for Consequential, incidental or special damages or for the negligence of others.

3. **Hazardous Materials:** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, SCSS will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials.

4. **WARRANTY DISCLAIMER:** EXCEPT FOR ANY WARRANTIES AGREED UPON IN THE AGREEMENT SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. If applicable, Owner shall not assess liquidated or delay damages against SCSS unless and until the Owner gives written notification of intent and basis of determination of amounts and degree of responsibility of SCSS and all other Owners. Such written notification must be given within a reasonable period of time after the occurrence for which the Owner seeks to assess damages, not to exceed ten (10) days after the alleged event causing the damage. However, liquidated and/or delay damages, taken in the aggregate, shall not exceed 10% of the Agreement price.

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Terms and Conditions

GENERAL

Terms are due upon receipt. STANLEY works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. STANLEY is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: Stanley Convergent Security Solutions, Inc. Please scan and email the

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Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate

WARRANTY

Unless otherwise specified, STANLEY warrants that the engineering and equipment will be free from defects in material and workmanship for a period of twelve (12) months from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between STANLEY and Owner. This warranty does not include acts of God or abuse by the owner.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL STANLEY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND STANLEY'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax, prevailing wage, or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during STANLEY 's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or STANLEY's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly .
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of STANLEY.

INSURANCE:

STANLEY will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. STANLEY is authorized to do the work as specified. Payment will be made as outlined above.

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

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RESOLUTION NO. 20-1047

IN THE MATTER OF APPROVING THE SEVENTH EXTENSION OF MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:

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 Seventh Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY 2021;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Seventh Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio for a Mental Health Clinician FY 2021:

**Seventh Extension of Memorandum of Understating
Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware
County, Ohio, For a Mental Health Clinician
FY 2021**

This Seventh Extension of Memorandum of Understanding is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

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Whereas, the parties previously entered into a Memorandum of Understanding ("MOU") effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail. The MOU was extended for several, subsequent one-year terms, with the most recent one-year extension expiring on June 30, 2020; and,

Whereas, the parties desire to extend the MOU for an additional term of one (1) year upon its expiration on June 30, 2020 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. Memorandum Term. The MOU is hereby extended following its expiration on June 30, 2020 for an additional term of one (1) year commencing on July 1 , 2020 and continuing to June 30, 2021 (the Board's FY2021). Attached hereto as Exhibit "A" and incorporated herein is a copy of the Memorandum of Understanding, effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail.
2. Financial Contributions. The Board is responsible for making payment to Maryhaven in the amount of up to \$96,053.82, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of up to \$19,210.76. Attached hereto as Exhibit "B" is the Budget and Proposal for the mental health professional position for FY2021 .
3. Obligations of the Parties. The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.
4. All Other Terms Remain in Effect. Except as modified herein, all terms and conditions of the MOU shall remain in full force during the period of this extension.

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

5
RESOLUTION NO. 20-1048

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Liberty Presbyterian Church has donated 109 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$5,450; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts this donation of \$5,450 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

6
RESOLUTION NO. 20-1049

IN THE MATER OF APPROVING AN OWNER’S AGREEMENT FOR NORTHLAKE PRESERVE SECTION 4:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Northlake Preserve Section 4;

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

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Owner's Agreement for Northlake Preserve Section 4 as follows:

OWNER'S AGREEMENT
PROJECT NUMBER: 20077

THIS AGREEMENT, executed on this 16th day of November 2020 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Northlake Preserve Section 4**, further identified as Project Number 20077 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY THOUSAND DOLLARS (\$30,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$671,700
CONSTRUCTION BOND AMOUNT	\$ 671,700
MAINTENANCE BOND AMOUNT	\$ 67,170
INSPECTION FEE DEPOSIT	\$ 30.000

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

7
RESOLUTION NO. 20-1050

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SCIOTO RESERVE EXTENSION:

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

WHEREAS, on November 23, 2020, a Ditch Maintenance Petition for Scioto Reserve Extension (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Scioto Reserve Extension located off Home Road in Concord Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$76,612.28. The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. Fourteen (14) lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$5,472.31 per lot. An annual maintenance fee equal to 2% of this basis (\$109.45) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for all the lots in the amount of \$1,532.30 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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RESOLUTION NO. 20-1051

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS ORANGEPOINTE OUTPARCELS AND RELEASING CONSTRUCTION SURETY:

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

WHEREAS, on October 9, 2017, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with Gioffre Companies (“Owner #1”) and Orangepointe, LLC (“Owner # 2”) for the project known as Orangepointe Outparcels (“Improvement”); and

WHEREAS, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner #1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement made for Orangepointe Outparcels in accordance with the Owner’s Agreement and releases the bond being held as construction surety to the Owner.

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

9

RESOLUTION NO. 20-1052

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING CONSTRUCTION SURETIES FOR NORTHLAKE PRESERVE SECTION 1, NORTHLAKE PRESERVE SECTION 2, AND CLARKSHAW MOORS SECTION 4:

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

Northlake Preserve Section 1:

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 1 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$147,200 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the “Principal”) has provided a maintenance bond in the amount of \$147,200 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Northlake Preserve Section 2:

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 2 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$49,700 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the “Principal”) has provided a maintenance bond in the amount of \$49,700 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

Clarkshaw Moors Section 4

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WHEREAS, the roadway construction has been completed for the project known as Clarkshaw Moors Section 4 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at \$98,600 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Principal") has provided a maintenance bond in the amount of \$98,600 as surety to cover the one year maintenance period;

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing maintenance bonds for the Projects and returning the construction bonds for the Projects to the Principal as outlined herein.

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

10

RESOLUTION NO. 20-1053

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:

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:

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Permit #	Applicant	Location	Type of Work
UT20-0206	Spectrum	Notchbrook Drive	Place cable in ROW
UT20-0207	AEP	Worthington Road	Install poles in ROW
UT20-0208	Bright Energy	Blue Church Road	Install gas main
UT20-0209	Columbia Gas	Northlake Woods Ph. 2	Install gas main
UT20-0210	Spectrum	N. 3 B's & K Road	Place cable in ROW
UT20-0211	Century Link	Vans Valley Road	Place new poles
UT20-0212	AEP	Bunty Station Road	Install aerial transmission system
UT20-0213	AEP	Ford Road	Install aerial transmission system
UT20-0214	AEP	Bean Oller Road	Install aerial transmission system
UT20-0215	AEP	Clark Shaw Road	Install aerial transmission system
UT20-0216	AEP	Hyatts Road	Install aerial transmission system
UT20-0217	AEP	Bunty Station Road	Aerial installation
UT20-0218	AEP	Ford Road	Aerial installation
UT20-0219	AEP	Bean Oller Road	Aerial installation
UT20-0220	AEP	Clark Shaw Road	Aerial installation
UT20-0221	AEP	Hyatts Road	Aerial installation
UT20-0222	AEP	Liberty Road	Aerial installation
UT20-0223	AEP	Liberty Road	Aerial installation

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

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RESOLUTION NO. 20-1054

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

WHEREAS, section 5577.07 of the Revised Code provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

WHEREAS, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:

2021 POSTED ROADS

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		

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TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	216	HUDSON		
TOWNSHIP	156	JACKTOWN		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	62	KENNEY		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY	OLIVE GREEN	JUSTAMERE
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	114	ORANGE, W		
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	54	PLANTATION		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	COUNTY LINE
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	OLIVE GREEN	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

12

RESOLUTION NO. 20-1055

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CREEKSIDE INDUSTRIAL PARK REPLAT OF LOTS 8302, 8303 & 8304:

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

WHEREAS, HIGHDEV II, LLC, and Corduroy Partners, LLC, have submitted the Plat of Subdivision (“Plat”) for Creekside Industrial Park Replat of Lots 8302, 8303 & 8304, including related development plans (“Plans”), and request approval thereof by the Board of Commissioners of Delaware County; and

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WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 1, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 2, 2020; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 9, 2020; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 16, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on November 12, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Creekside Industrial Park Replat of Lots 8302, 8303 & 8304:

Creekside Industrial Park Replat of Lots 8302, 8303 & 8304

Situated in the Township of Orange, County of Delaware, State of Ohio, and being part of Farm Lots 20 and 21, Section 2, Township 3N, Range 18W, U.S. Military Survey Lands, also being Lots 8302, 8303 & 8304 of Creekside Industrial Park Subdivision as recorded in Plat Cabinet 4, Slide 56, and being a portion of those lands as conveyed to HIGHDEV II, LLC as described in Official Record 1107, Page 1865, and all of those lands as conveyed to Corduroy Partners, LLC as described in Official Record 1747, Page 2330, County Recorder’s Office, Delaware, Ohio. Cost \$9.

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

13

RESOLUTION NO. 20-1056

IN THE MATTER OF ESTABLISHING A NEW FUND AND NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

New Fund

451 Slate Ridge II Tax Equivalent Fund

New Organization Key

45111446 Slate Ridge II TIF

Supplemental Appropriations

45111446-5375	Slate Ridge II TIF/Election and Settlement Services	900.00
40311480-5328	Davis #240 DI Project/Maintenance and Repair	720.71
40311476-5328	Dustin Road Watershed/Maintenance and Repair	643.86
40311470-5328	English 346 Watershed/Maintenance and Repair	1,224.18
40311478-5328	Franklin Drainage Improv/Maintenance and Repair	587.98
40311472-5328	Gorsuch Joint County #588/Maintenance and Repair	3,216.98
40311468-5328	Hidden Springs Condo/Maintenance and Repair	31.64
40311469-5328	Orange Village Centre/Maintenance and Repair	31.64
40311475-5328	Hoover #61/Maintenance and Repair	542.76
40311463-5328	Kingston Twp 2017-1/Maintenance and Repair	2,602.04
40311474-5328	Lanetta Lane Subdivision/Maintenance and Repair	852.28
40311460-5328	Norris Run Full Watershed/Maintenance and Repair	2,205.52
40311458-5328	Radnor Twp #2015-1/Maintenance and Repair	1,066.40
40311450-5328	Ribov #620 Watershed/Maintenance and Repair	1,802.36
40311466-5328	Ruder West/Maintenance and Repair	11,988.05

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40311453-5328	Thomas #9 Watershed Drainage/Maintenance and Repair	3,129.30
40311417-5328	DI Ruder #86 & Toot #98/Maintenance and Repair	1,844.27
40311479-5328	Villas at Maple Creek/Maintenance and Repair	767.93
40311477-5328	Watson-Ford #25/Maintenance and Repair	540.95
40311455-5328	Webster Arnold Drainage Proj/Maintenance and Repair	151.66

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

14

RESOLUTION NO. 20-1057

RESOLUTION DETERMINING THE SUFFICIENCY OF THE PETITION FOR ESTABLISHMENT OF THE BERLIN MEADOWS NEW COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE AND SETTING A DATE FOR A PUBLIC HEARING ON THE PETITION AS REQUIRED BY LAW:

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

WHEREAS, pursuant to Chapter 349 of the Revised Code, on November 18, 2020, a petition (the “Petition”) for the establishment of the Berlin Meadows New Community Authority (the “Authority”) was filed with the Clerk of the Board of Commissioners of the County of Delaware, Ohio (the “Board”), as the “organizational board of commissioners” within the meaning of section 349.01(F)(1) of the Revised Code, by Berlin Meadows Development, LLC, as the developer of the Authority under section 349.01(E) of the Revised Code (the “Developer”); and

WHEREAS, the Petition contained a map and a full and accurate description of the boundaries of the proposed new community district (the “District”); and

WHEREAS, the City of Delaware, Ohio and the City of Columbus, Ohio each caused its duly authorized representative on behalf of said city to sign the Petition as a “proximate city” pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Petition further provides that the establishment of the Authority will be conducive to the public health, safety, convenience and welfare, and that such land to be included in the District is owned by or is under control the Developer within the meaning of section 349.01(E) of the Revised Code; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, this Board, as the organizational board of commissioners for the determination of the sufficiency of the Petition, if after reviewing the Petition, finds it sufficient and in compliance with the required statutory requirements as to form and substance, must fix a time and place for a hearing on the Petition; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, if determined to be sufficient, this Board shall hold said public hearing not less than thirty (30) days nor more than forty-five (45) days from the date the Petition was filed by the Developer with this Board; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Clerk of the Board shall give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation prior to said hearing date;

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

Section 1. The Board hereby finds and determines that the Petition complies with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby declares that a public hearing on the Petition shall be held on December 28, 2020, at 9:45 a.m. at the Office of the Board, 101 North Sandusky Street, Delaware, Ohio 43015. The Clerk of the Board hereby is directed to give notice of the time and place of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation, provided that each publication shall appear prior to the public hearing.

Section 3. The Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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Section 4. This Resolution shall be full force and effect immediately upon its passage.

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

15

RESOLUTION NO. 20-1058

RESOLUTION DETERMINING THE SUFFICIENCY OF THE PETITION FOR ESTABLISHMENT OF THE LIBERTY GRAND NEW COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE AND SETTING A DATE FOR A PUBLIC HEARING ON THE PETITION AS REQUIRED BY LAW:

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

WHEREAS, pursuant to Chapter 349 of the Revised Code, on November 18, 2020, a petition (the "Petition") for the establishment of the Liberty Grand New Community Authority (the "Authority") was filed with the Clerk of the Board of Commissioners of the County of Delaware, Ohio (the "Board"), as the "organizational board of commissioners" within the meaning of section 349.01(F)(1) of the Revised Code, by Liberty Grand, LLC, and M/I Homes of Central Ohio, LLC, collectively comprising the developer of the Authority under section 349.01(E) of the Revised Code (the "Developer"); and

WHEREAS, the Petition contained a map and a full and accurate description of the boundaries of the proposed new community district (the "District"); and

WHEREAS, the City of Delaware, Ohio and the City of Columbus, Ohio each caused its duly authorized representative on behalf of said city to sign the Petition as a "proximate city" pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Petition further provides that the establishment of the Authority will be conducive to the public health, safety, convenience and welfare, and that such land to be included in the District is owned by or is under control the Developer within the meaning of section 349.01(E) of the Revised Code; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, this Board, as the organizational board of commissioners for the determination of the sufficiency of the Petition, if after reviewing the Petition, finds it sufficient and in compliance with the required statutory requirements as to form and substance, must fix a time and place for a hearing on the Petition; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, if determined to be sufficient, this Board shall hold said public hearing not less than thirty (30) days nor more than forty-five (45) days from the date the Petition was filed by the Developer with this Board; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Clerk of the Board shall give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation prior to said hearing date;

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

Section 1. The Board hereby finds and determines that the Petition complies with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby declares that a public hearing on the Petition shall be held on December 28, 2020, at 9:45 a.m. at the Office of the Board, 101 North Sandusky Street, Delaware, Ohio 43015. The Clerk of the Board hereby is directed to give notice of the time and place of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation, provided that each publication shall appear prior to the public hearing.

Section 3. The Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be full force and effect immediately upon its passage.

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

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RESOLUTION NO. 20-1059

IN THE MATTER OF APPROVING APPOINTMENTS TO THE DELAWARE COUNTY TRANSIT

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BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Anna Karousis and John Chase Waits have applied for appointment to the unexpired terms expiring on October 24, 2023;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Transit Board for the terms specified herein:

Position	Appointee	Term Ends
DATA 5	Anna Karousis	October 24, 2023
DATA 6	John Chase Waits	October 24, 2023

Section 2. The appointments approved herein shall take effect immediately upon adoption of this Resolution.

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

Other business:

RESOLUTION NO. 20-1060

IN THE MATTER OF APPROVING AN INFRASTRUCTURE PROGRAM ADMINISTRATIVE COST AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, pursuant to sections 164.03 and 164.04 of the Revised Code, District Public Works Integrating Committees have been established to assist in administering the financial programs available through the Ohio Public Works Commission (“OPWC”); and

WHEREAS, District Public Works Integrating Committees are required by Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code to perform specific functions in selecting infrastructure projects to be recommended for funding by the OPWC; and

WHEREAS, the Director of the OPWC is authorized to create a District Administrative Costs Program from interest earnings of the Capital Improvements Fund and Local Transportation Improvement Fund proceeds to be used to provide for administrative costs of the nineteen public works districts for the direct costs of district administration; and

WHEREAS, the OPWC desires to assist the District 17 Public Works Integrating Committee by entering into an Infrastructure Program Administrative Cost Agreement with the Board of Commissioners of Delaware County (the “Board”), through its Office of Economic Development, to develop an orderly application submission, review, selection and approval process that meets the requirements of the law, and allows all political subdivisions within the District to compete for the financial assistance available through the OPWC; and

WHEREAS, the Economic Development Administrator will serve as the liaison to the District 17 Public Works Integrating Committee;

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

Section 1. The Board hereby approves and authorizes the County Administrator to execute the Infrastructure Program Administrative Cost Agreement with the OPWC.

Section 2. The Board hereby authorizes the Economic Development Administrator to serve as the liaison to the District 17 Public Works Integrating Committee.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including section 121.22 of the

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Revised Code.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

Agreement Control Number CQ00X/DQX00

**OHIO PUBLIC WORKS COMMISSION
INFRASTRUCTURE PROGRAM ADMINISTRATIVE COST AGREEMENT**

This agreement ("Agreement") is entered into this 19 day of November 2020 by and between the Ohio Public Works Commission of the State of Ohio ("the Commission"), 65 East State Street, Suite 312, Columbus, Ohio 43215, acting on behalf of the District 17 Public Works Integrating Committee ("the District") and the Delaware County Economic Development Department, 101 North Sandusky Street, Delaware, OH 43015 ("the Contractor"), collectively referred to herein as the "Parties."

RECITALS

Section 164.03 of the Ohio Revised Code created District Public Works Integrating Committees to assist in administering the financial programs available through the Ohio Public Works Commission;

District Public Works Integrating Committees are required by Chapter 164 of the Ohio Revised Code and Chapter 164-1 of the Ohio Administrative Code to perform specific functions in selecting infrastructure projects to be recommended for funding by the Commission;

The Director of the Ohio Public Works Commission ("the Director") is authorized to create a District Administrative Costs Program from interest earnings of the Capital Improvements Fund and Local Transportation Improvement Fund proceeds to be used to provide for administrative costs of the nineteen public works districts for the direct costs of district administration; and

The Commission desires to assist the District 17 Public Works Integrating Committee by entering into this Agreement with the Contractor to develop an orderly application submission, review, selection and approval process that meets the requirements of the law, and allows all political subdivisions within the District to compete for the financial assistance available through the Ohio Public Works Commission.

ARTICLE I: STATEMENT OF WORK. The Contractor hereby agrees to provide the following administrative services to the District 17 Public Works Integrating Committee for the purpose of meeting its statutory requirements as established by Sections 164.06 and 164.14 of the Ohio Revised Code and Chapter 164-1 of the Ohio Administrative Code:

A. The Contractor will undertake the services (the "Work") set forth in Exhibit 1, Scope of Work, attached hereto, made a part hereof, and incorporated by reference as if fully written herein. In addition, the Contractor will:

1. Attend any Commission-sponsored statewide leadership event as necessary to maintain a level of staff proficiency.
2. Provide the District and the Commission with the transcription of minutes, meeting notices and agendas, and any other necessary support services as required.
3. Act as a depositor for, and maintainer of, all necessary records that are required by the District or Commission.
4. Under the direction of the District, initiate and develop a project selection process for approval by the District and the Commission that will ensure that the projects recommended for funding by the District meet the requirements of law, rules, and regulations of the Commission.
5. Under the direction of the District notify and assist all political subdivisions within the District of the opportunity to apply for financial assistance and be considered for the State Capital Improvement Program and Local Transportation Improvement Program.
6. Under the direction of the District submit those project applications to the Commission that meet the requirements of the program and are identified by the District as warranting funding.
7. Travel as requested by the District to assist local subdivisions and attend/conduct meetings as necessary to meet the obligations as specified in this Agreement.
8. At the request of the Commission, the Contractor shall deliver, assign, transfer, and convey to the Commission all rights, title, and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, maps, equipment purchased with funds made available herein, charts, schedules, photographs, exhibits, software, and other materials and property prepared or developed under or in connection with this Agreement.

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9. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency or instrumentality other than the Commission, the Contractor shall submit to the Commission, on behalf of the District, such reports and information and comply with such other conditions as the Commission may require in order to fulfill its obligations under any agreement providing for such financial assistance. The Commission shall give the Contractor timely notice in writing of such requirements.

10. Following consultation with the District, the Commission, on behalf of the District, 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 Agreement. Upon such notice and within ten (10) days after receipt of instructions, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commission. 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 Agreement, and are not intended to amend or alter this Agreement or any part thereof.

11. The Contractor, on behalf of the District, shall consult with the personnel of the Commission and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the Work and satisfactory completion thereof.

12. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are appropriated and allocated to the District by the Director.

ARTICLE II: TIME OF PERFORMANCE. This Agreement shall be binding upon the Parties upon receipt by the Contractor of a fully signed copy of this Agreement, after which the Work described in Article I hereof shall commence. This Agreement shall remain in effect until the Work described in Article I is completed to the satisfaction of the Commission.

ARTICLE III: COMPENSATION. In consideration for the promises and performances of the Contractor as set forth herein, the Commission agrees to compensate the Contractor for the Work, upon demand and receipt of the prescribed Administrative Costs Disbursement Form set forth as part of this Agreement as Exhibit II, with the Contractor's invoice and supporting documentation as required by the Director, and with the concurrence by the Chair of the District Public Works Integrating Committee, for the actual costs incurred in the performance of this Agreement, in amount not to exceed Sixty-Five Thousand Dollars (\$65,000).

ARTICLE IV: RECORD KEEPING REQUIREMENTS.

A. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.

B. The Contractor shall keep a separate account for this project (the "Ohio Public Works Commission District Administration Costs Program Account"). All disbursements made from the account shall be only for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, time sheets and other data, as appropriate, to support such disbursements. All disbursements from the account shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by the Commission.

C. During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the Commission, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this Agreement, and shall provide auditable records as requested. The Contractor shall, for each subcontract in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE V: EQUAL EMPLOYMENT OPPORTUNITY. In carrying out this Agreement, the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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ARTICLE VI: SUSPENSION AND TERMINATION.

A. Upon providing two (2) weeks written notice to the Contractor, the Commission may suspend or terminate this Agreement, in whole or in part, if it appears to the Commission that the Contractor has failed to perform any of the requirements of this Agreement; or that the Contractor is in violation of a specific provision of this Agreement; or that full and satisfactory performance of the Agreement is substantially endangered; or if the Ohio General Assembly fails to appropriate funds for any part of the Work contemplated under this Agreement; or if the District so desires.

B. The Contractor, upon receipt of notice of suspension or termination, shall cease Work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and 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 accomplished, conclusions resulting therefrom and such other matters as the Commission may require.

C. In the event of suspension or termination under this Article, Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension. Any services invoiced must, to the satisfaction of the Commission and the District, be reasonable and in relation to the total anticipated cost of the District Work Plan and to the amount of Work accomplished. In the event of suspension or termination, any payments made by the Commission in which services have not been rendered by the Contractor shall be returned to the Commission.

D. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to the Commission all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become and remain in the property of the Commission to be used in such a manner and or such purpose as the Commission may choose.

ARTICLE VII: RESPONSIBILITY FOR CLAIMS. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Commission and any person performing services or supplying any equipment, materials, goods or supplies for the District Work Plan.

ARTICLE VIII: COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the Work authorized by this Agreement. The Commission shall not be liable for any taxes under this Agreement.

ARTICLE IX: LIMITATION OF LIABILITY. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any material sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code 126.30. The Contractor shall be responsible for Contractor’s use of the funds being provided by the Director and Contractor’s performance of the Work.

ARTICLE X: CHANGE OR MODIFICATIONS. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to in writing only between the Director of the Ohio Public Works Commission and the Contractor.

ARTICLE XI: ASSIGNMENT. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

ARTICLE XII: CONSTRUCTION. This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Ohio.

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

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Commissioner Lewis

-Would like to wish everyone a Happy Thanksgiving.

Commissioner Merrell

-Virtually attended a Regional Planning meeting Thursday evening.

-Virtually attended a CCAO Board meeting Friday.

-Happy Thanksgiving to everyone.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners