

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 21, 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

9:30 A.M. Public Hearing With Respect To The Proposed Issuance By The County Of Marion, Ohio (The "Issuer") Of The Issuer's Revenue Bonds (TEFRA Hearing)

1
RESOLUTION NO. 20-1150

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 17, 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 December 17, 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. 20-1151

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1218 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1218:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1218, Procurement Card Payments in batch number PCAPR1218 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2004759	OHIO WESLEYAN UNIVERSITY	2020 DEL COUNTY ENTREPRENEURIAL PAYMENT	21011113 - 5601	\$50,000.00
R2005085	PARALLEL TECHNOLOGIES INC	SUPPORT & SOFTWARE FOR PHONE SYSTEM	10011105 - 5320	\$39,607.64
R2050005	SEDGWICK CLAIMS MANAGEMENT	WORKERS' COMP - QUARTERLY SERVICE FEE	61311923 - 5301	\$7,500.00
R2050006	COMPMANAGEMENT INC	WORKERS' COMP MONTHLY CLAIMS COST	61311923 - 5370	\$30,000.00
R2050007	DELTA DENTAL PLAN OF OHIO	DENTAL PREMIUMS	60211902 - 5370	\$20,000.00
R2050011	CEBCO	MEDICAL & PRESCRIPTION CLAIMS	60211902 - 5370	970658.04
R2050030	BEEMS BP DIST INC	FUEL COUNTY VEHICLES	10011106 - 5228	\$25,000.00
R2050039	RUSOH INC	48 FIRE EXTINGUISHERS AND	10011303 - 5201	\$7,624.50

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		BRACKETS		
R2050044	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR CONTRACT 2020	10011303 - 5301	\$50,000.00
R2050051	METROPOLITAN LIFE INSURANCE COMPANY	GROUP TERM LIFE INSURANCE	60211902 - 5370	\$19,000.00
R2050067	TRIDENT SECURITY LLC	SECURITY SERVICE	10011102 - 5301	\$27,000.00
R2050068	RESPONSFT LLC	COMMON EMS PROTOCOL - PRE-HOSPITAL CARE BOARD	10011102 - 5320	\$13,745.00
R2050071	SHERIFF'S OFFICE	2020 CSEA CONTRACT	10011102 - 5360	\$6,715.00
R2050073	UNITED WAY & COMMUNITY SRVC	COMMUNITY ENHANCEMENT - UNITED WAY GRANT	10011102 - 5602	\$125,000.00
R2050076	AIR FORCE ONE INC	UV-C PHI UNITS	10011102 - 5260	\$11,000.00
R2050076	AIR FORCE ONE INC	UV-C PHI UNITS	40111402 - 5201	\$8,076.51
R2050076	AIR FORCE ONE INC	UV-C PHI UNITS	40111402 - 5228	\$10,580.00
R2050076	AIR FORCE ONE INC	UV-C PHI UNITS	40111402 - 5260	\$29,737.49
R2050078	GLOBAL EQUIPMENT COMPANY INC	SMOKING SHELTERS	40111402 - 5260	\$6,326.39
R2050079	HONEYWELL INC	RTU REPLACEMENT - JAIL	40111402 - 5328	\$10,249.10
R2050081	SCHINDLER ELEVATOR CORPORATION	ELEVATOR DOOR UPGRADE - JAIL	40111402 - 5328	\$8,750.00
R2050082	STANLEY CONVERGENT SECURITY SOLUTIONS INC	CAMERA UPGRADE - JAIL	41711436 - 5450	\$97,980.00
R2050083	DATAWORKS PLUS LLC	LIVESCAN MACHINE - SHERIFF	41711436 - 5450	\$18,058.00
R2050085	MATRIX POINTE SOFTWARE LLC	CASE MANAGEMENT SOFTWARE - PROSECUTOR	41711436 - 5452	\$330,000.00
R2050089	SCHOOLEY CALDWELL ASSOC INC	HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$12,083.98
R2050090	ALTMAN COMPANY INC, THE	HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$164,159.37
R2050091	OFFICE CITY EXPRESS INC	HISTORIC COURTHOUSE FF&E	42011438 - 5410	\$256,905.73
R2050092	MICROMAN INC	HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$32,527.00
R2050093	WANNER METAL WORX INC	HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$5,935.00
R2050113	COLUMBIA GAS OF	GAS UTILITIES	10011105 -	\$6,000.00

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R2050114	OHIO CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC UTILITY	5338 10011105 - 5338	\$5,500.00
R2050115	AMERICAN ELECTRIC POWER	ELECTRIC UTILITIES	10011105 - 5338	\$35,000.00
R2050118	BEEMS BP DIST INC	FUEL FOR VEHICLES	10011106 - 5228	\$25,000.00
R2050122	PROPERTY WORX LLC	SNOW & ICE CONTROL	10011105 - 5325	\$12,000.00
R2050132	ROMANELLI & HUGHES BUILDING CO INC	REFUND OF CAPACITY FEE FOR HEISELT TRACT LOT 6825	66211900 - 5319	\$8,100.00
R2050146	CHANGE HEALTHCARE TECHNOLOGY	EMS BILLING NOV 2020	10011303 - 5301	\$5,706.75
R2050149	OHIOHEALTH CORPORATION	EMPLOYEE TB TESTING	10011303 - 5301	\$7,000.00
R2050163	COLUMBUS STATE COMMUNITY COLLEGE	FEE TRAINING	22311611 - 5348	\$7,892.00
R2050164	CONCORD SCIOTO COMMUNITY AUTHORITY	IGA	66211900 - 5319	\$176,700.00
R2050167	NORTH CENTRAL JOBS FOR OHIO GRADUATES	TRAINING	22311611 - 5348	\$5,335.79
R2050167	NORTH CENTRAL JOBS FOR OHIO GRADUATES	TRAINING	22411601 - 5348	\$8,226.31
R2050169	GOODWILL INDUSTRIES INC	TRAINING	22311611 - 5348	\$2,800.00
R2050169	GOODWILL INDUSTRIES INC	TRAINING	22411601 - 5348	\$2,400.00
R2050176	MAIN STREET DELAWARE INC	MAIN STREET STRATEGIC PLAN	21011113 - 5301	\$10,000.00
R2050182	EMERGENCY PLUMBING SERVICE LLC	OTJ TRAINING	22311611 - 5348	\$19,838.00
R2050183	SAM DONG OHIO INC	OTJ TRAINING	22311611 - 5348	\$7,735.20
R2050187	VARIOUS JFS BOARD AND CARE	FOSTER BOARD & CARE	22511607 - 5350	\$10,700.00
R2050189	VARIOUS JFS RESIDENTIAL TREATMENT	PLACEMENT CARE	22511607 - 5342	\$128,508.38
R2050192	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$8,200.00
R2050204	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - RSD	66211900 - 5338	\$100,000.00
R2050206	KEYSTONE RICHLAND CENTER LLC	PLACEMENT CARE	70161605 - 5342	\$23,332.50
R2050207	OHIO EDISON CO	ELECTRIC LOWER SCIOTO & PACKAGE PLANTS	66211900 - 5338	\$20,000.00
R2050210	VARIOUS JFS	THERAPY & RESPITE	22511607 -	\$9,421.00

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	ADOPTION ASSISTANCE		5350	
R2050212	VILLAGE NETWORK,THE	PLACEMENT CARE	70161605 - 5342	\$43,644.42
R2050217	BUCKEYE RANCH INC	PLACEMENT CARE	70161605 - 5342	\$18,790.08
R2050218	ENA INC	PLACEMENT CARE	70161605 - 5342	\$10,385.00
R2050219	HITTLE HOUSE	PLACEMENT CARE	70161605 - 5342	\$7,815.64
R2050221	BOARD OF DEVELOPMENTAL DISABILITIES	HELP ME GROW SERVICES	70161606 - 5348	\$51,555.10
R2050224	PNC BANK	P-CARD PURCHASES	66211900 - 5200	\$10,200.00
R2050224	PNC BANK	P-CARD PURCHASES	66211900 - 5300	\$9,000.00
R2050228	C & C ELECTRIC MOTOR SERVICE LLC	REHAB MOTOR, REWIND STRATOR - OECC	66211900 - 5428	\$5,885.00
R2050230	FINANCE DIRECTOR,DELAWARE CORP	EMS RUNS 4TH QTR 2020	10011303 - 5345	\$81,365.86
R2050232	CRAUN LIEBING CO INC	EFFLUENT SAMPLE PUMPS OECC & LOWER SCIOTO	66211900 - 5260	\$5,340.00
R2050234	CRAUN LIEBING CO INC	PUMP FRAMES - OECC & LOWER SCIOTO	66211900 - 5260	\$7,664.00
R2050236	DEERE AND CO	JOHN DEERE GATOR XUV835M	66211900 - 5450	\$17,500.00
R2050237	JACK DOHENY SUPPLIES OHIO INC	SLUDGE	66211900 - 5450	\$217,475.00
R2050238	JACK DOHENY SUPPLIES OHIO INC	RES # 20-799 LIQUID SLUDGE TRUCK RENTAL	66211900 - 5335	\$11,000.00
R2050239	DREIER AND MALLER INC	EQUIPMENT PARTS - CAMERA TRUCK	66211900 - 5228	\$2,047.00
R2050239	DREIER AND MALLER INC	SERVICE TO CAMERA TRUCK	66211900 - 5328	\$5,500.00
R2050240	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE - RSD	66211900 - 5290	\$25,000.00
R2050241	FYDA FREIGHTLINER	RES # 20-634 2021 FREIGHTLINER MC106	66211900 - 5450	\$114,874.00
R2050242	KOMLINE SANDERSON ENGINEERING CORP	SPARE BELTS FOR PRESS AT ALUM CREEK	66211900 - 5228	\$5,340.00
R2050243	KONESCranes INC	REPAIRS FROM ANNUAL INSPECTION - RSD	66211900 - 5328	\$5,348.59
R2050244	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	10011303 - 5243	\$6,250.00
R2050245	LIMBACH COMPANY LLC	MAINTENANCE HVAC - RSD	66211900 - 5328	\$7,361.00
R2050246	PHOENIX SAFETY	EMS UNIFORMS	10011303 -	\$15,000.00

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	OUTFITTERS LLC		5225			
R2050247	M TECH COMPANY	EQUIPMENT PARTS - COLLECTIONS	66211900 - 5228	\$2,790.00		
R2050247	M TECH COMPANY	REPAIR SERVICES GAPVAC	66211900 - 5328	\$4,428.00		
R2050248	PNC BANK	PROCUREMENT CARD- -MATERIAL & SUPPLIES	10011303 - 5200	\$8,847.21		
R2050248	PNC BANK	PROCUREMENT CARD- -SERVICES & CHARGES	10011303 - 5300	\$3,000.00		
R2050249	PROCESS PIPING SPECIALTIES INC	CHECK VALVE REBUILD KITS FOR AERATION BLOWERS - AC	66211900 - 5228	\$8,229.00		
R2050250	QUASAR ENERGY GROUP	SLUDGE HAULING	66211900 - 5380	\$15,485.00		
R2050251	QUASAR ENERGY GROUP	SLUDGE DISPOSAL - RSD	66211900 - 5380	\$50,000.00		
R2050252	RUMPKE CONSOLIDATED COMPANIES	LANDFILL SLUDGE DISPOSAL - RSD	66211900 - 5380	\$30,143.64		
R2050253	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR SELDOM SEEN	66211900 - 5450	\$18,193.91		
R2050254	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR VERONA PS	66211900 - 5450	\$24,625.00		
R2050258	YSI INC	USED FOR TROUBLE SHOOTING NUTRIENTS - OECC	66211900 - 5450	\$14,326.00		
R2050259	VELOCITY DYNAMICS LLC	POLYMER PUMP - OECC	66211900 - 5450	\$35,900.00		
R2050265	DCHS	STRATEGIC PLAN	20411305- 5301	\$10,000.00		
Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye

3
RESOLUTION NO. 20-1152

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

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

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

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

9:30A.M. TEFRA HEARING ON MARION COUNTY’S BONDS FOR UNITED CHURCH HOMES

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in this hearing Will Be Taking Place Only By Virtual Means

4
RESOLUTION NO. 20-1153

9:30AM PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY THE COUNTY OF MARION, OHIO (THE "ISSUER") OF THE ISSUER'S REVENUE BONDS (THE "BONDS") IN ONE OR MORE SERIES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$40,000,000, TO ASSIST UNITED CHURCH HOMES, INC., AN OHIO NONPROFIT

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CORPORATION (“UCH”), OR A LIMITED LIABILITY COMPANY THE SOLE MEMBER OF WHICH IS UCH OR ONE OF UCH’S AFFILIATES (THE "BORROWER") IN FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING, FURNISHING AND IMPROVEMENT OF CERTAIN HEALTH CARE FACILITIES CONSTITUTING "HOSPITAL FACILITIES" (AS DEFINED IN SECTION 140.01 OF THE OHIO REVISED CODE):

It was moved by Mrs. Lewis, seconded by Mr. Merrell to open the hearing at 9:33A.M..

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

4 continued

RESOLUTION NO. 20-1154

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

4 continued

RESOLUTION NO. 20-1155

IN THE MATTER OF CLOSING THE PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY THE COUNTY OF MARION, OHIO (THE "ISSUER") OF THE ISSUER'S REVENUE BONDS (THE "BONDS") IN ONE OR MORE SERIES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$40,000,000, TO ASSIST UNITED CHURCH HOMES, INC., AN OHIO NONPROFIT CORPORATION (“UCH”), OR A LIMITED LIABILITY COMPANY THE SOLE MEMBER OF WHICH IS UCH OR ONE OF UCH’S AFFILIATES (THE "BORROWER") IN FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING, FURNISHING AND IMPROVEMENT OF CERTAIN HEALTH CARE FACILITIES CONSTITUTING "HOSPITAL FACILITIES" (AS DEFINED IN SECTION 140.01 OF THE OHIO REVISED CODE):

It was moved by Mrs. Lewis, seconded by Mr. Merrell to close the hearing at 9:43 AM..

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

4 continued

RESOLUTION NO. 20-1156

A RESOLUTION GRANTING APPROVAL OF THE ISSUANCE BY THE COUNTY OF MARION, OHIO OF ITS REVENUE BONDS, A PORTION OF THE PROCEEDS OF WHICH WILL BE USED TO FINANCE OR REFINANCE A FACILITY TO BE OWNED AND OPERATED BY UNITED CHURCH HOMES, INC., OR AN AFFILIATE THEREOF, LOCATED WITHIN THE COUNTY OF DELAWARE, OHIO AND APPROVING THE EXECUTION OF A PUBLIC HOSPITAL AGENCIES AGREEMENT:

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

WHEREAS, the County of Marion, Ohio (the "Issuer"), as a public hospital agency, as defined in Chapter 140 of the Ohio Revised Code (the "Act") is empowered to acquire, construct, improve and equip hospital facilities, as defined in the Act and issue its revenue bonds to pay costs of hospital facilities; and

WHEREAS, the Issuer intends to issue its revenue bonds in one or more series (the "Bonds") for the purposes of (a) financing or refinancing the costs of the acquisition by United Church Homes, Inc., an Ohio nonprofit corporation (“UCH”), or a limited liability company the sole member of which is UCH or one of UCH’s affiliates (the "Borrower") of an approximately 135-unit senior living facility located at 9180 Antares Ave., Columbus, Ohio 43240, and costs related to the initial operation thereof (the “Project”); (b) funding a debt service reserve fund for the Bonds; (c) paying interest on all or a portion of the Bonds; and (d) paying costs of issuing the Bonds.

WHEREAS, the Project is located in the County of Delaware, Ohio (the "County");

WHEREAS, because the Project is not situated within the immediate jurisdiction of the Issuer, as prerequisites to the Issuer issuing the Bonds, it is necessary: (i) to obtain "host approval" pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder

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from the County and (ii) for the County to enter into a Public Hospital Agencies Agreement with the Issuer in order to jointly associate for the purpose of issuing revenue bonds, including the Bonds, to finance and/or refinance facilities within their respective boundaries (the "Public Hospital Agencies Agreement"); and

WHEREAS, on December 12, 2020 a notice of public hearing was published in the Delaware Gazette, setting forth a general, functional description of the type and use of the Project, the maximum principal amount of the Bonds, the initial owner, operator or manager of the Project and the location of the Project, among other things; and

WHEREAS, this Board of County Commissioners has conducted a public hearing on the date hereof regarding the issuance by the Issuer of the Bonds and the Project to be financed and refinanced thereby; and

WHEREAS, the County desires to assist in facilitating the issuance of the Bonds by providing "host approval" (as provided for in the Code) and by entering into a Public Hospital Agencies Agreement with the Issuer in compliance with the provisions of the Act;

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

SECTION 1. This Board, as an applicable elected representative for purposes of Section 147(f) of the Code, hereby approves the issuance of the Bonds by the Issuer.

SECTION 2. That the appropriate officers of the County be and they are hereby authorized to negotiate the terms of, and any two members of this Board are hereby authorized to execute and deliver, a Public Hospital Agencies Agreement with the Issuer within the meaning of the Act in order to facilitate compliance with the Act, enabling the Issuer to issue the Bonds.

SECTION 3. That the appropriate officers of the County be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments that may be necessary in connection with the issuance of the Bonds or the execution and delivery of the Public Hospital Agencies Agreement.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That all resolutions and ordinances or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. That this resolution shall be effective from and after its adoption.

SECTION 7. The Bonds shall not be a debt, obligation or liability of the County and are special, limited obligations of the Issuer payable solely from proceeds of the Bonds or funds made available by the Borrower.

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

5
RESOLUTION NO. 20-1157

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 78.017 ACRES OF LAND IN BERKSHIRE TOWNSHIP (2.002 ACRES) AND BERLIN TOWNSHIP (76.015 ACRES) TO THE VILLAGE OF SUNBURY:

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

WHEREAS, on November 10, 2020, the Clerk to the Board of the Delaware County Commissioners (the "Board") received an annexation petition filed by Michael R. Shade, Attorney-at-Law, agent for the petitioner, of 78.017 acres, more or less, in Berkshire Township (2.002 Acres) and Berlin Township (76.015 Acres) to the Village of Sunbury (the "Petition"); and

WHEREAS, the Petition was filed pursuant to section 709.023 of the Revised Code; and

WHEREAS, on December 1, 2020, Berkshire Township filed with the Board an objection (Berkshire Township Resolution 2020-11-4) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with section 709.023(E)(7) of the Revised Code; and

WHEREAS, on December 4, 2020, Berlin Township filed with the Board an objection (Berlin Township Resolution No. 20-12-03) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with section 709.023(E)(7) of the Revised Code; and

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WHEREAS, pursuant to section 709.023(E) of the Revised Code, the Board reviewed the Petition to determine if the conditions stated therein have been met;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds, upon review of the Petition, that the Petition meets each of the conditions specified in section 709.023(E) of the Revised Code;

BE IT FURTHER RESOLVED that the Board hereby grants the annexation of 78.017 acres, more or less, in Berkshire Township (2.002 Acres) and Berlin Township (76.015 Acres) to the Village of Sunbury, as prayed for in the Petition.

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

**6
RESOLUTION NO. 20-1158**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT BETWEEN COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT, THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE DELAWARE COUNTY CLERK OF COURTS OFFICE FOR THE CASE MANAGEMENT SYSTEM USED BY THE DELAWARE COUNTY CLERK OF COURTS AND COMMON PLEAS COURT:

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

WHEREAS, the Clerk of Courts recommends approval of the First Amendment to the Software Maintenance Agreement between Courtview Justice Solutions Inc. D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Clerk of Courts Office, for the Case Management System;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the First Amendment to the Software Maintenance Agreement between Courtview Justice Solutions Inc. D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Clerk of Courts Office, for the Case Management System:

FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT

This First Amendment to the Software Maintenance Agreement (“First Amendment) is entered into this 21st day of December, 2020 by and between CourtView Justice Solutions Inc. d/b/a equivant, with offices at 4825 Higbee Avenue NW, Suite 101, Canton, Ohio 44718 (“equivant”), and the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal offices are located at 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County Common Pleas Court (“Court”), whose principal offices are located at 117 North Union Street, 500 Level, Delaware, Ohio 43015 and the Delaware County Clerk of Courts (“Clerk”), whose principal offices are located at 117 North Union Street, 300 Level, Delaware, Ohio 43015 (Board, Court, and Clerk collectively “Customer”) (individually “Party,” collectively, “Parties”).

WHEREAS, the Parties entered into a Software Maintenance Agreement dated June 7, 2018 (“Agreement”); and,

WHEREAS, the Parties now desire to renew and amend the Agreement.

NOW THEREFORE, the Agreement is renewed and amended as follows:

1. AMENDMENT OF RENEWAL TERMS.

Section 3 of the Agreement shall have no effect and is replaced in its entirety as follows:

“Upon written agreement of the Parties, this Agreement may be renewed (“Subsequent Term”) subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties, unless terminated as set forth below.”

2. NOTICE ADDRESSES.

The names and addresses in Section 30(f) of the Agreement for provision of communications and notice to the Customer are amended as follows:

Customer

Natalie Fravel
Clerk of Courts
Delaware County Clerk of Courts Office
117 N. Union St., 300 Level
Delaware, Ohio 43015

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Tel: (740) 833-2515
Email: nfravel@co.delaware.oh.us

Kristin Schultz
Court Administrator
Delaware County Common Pleas Court
117 N. Union St., 500 Level
Delaware, Ohio 43015
Email: kschultz@co.delaware.oh.us
Tel: (740) 833-2554

Copy to

Christopher D. Betts
Assistant Prosecuting Attorney
Delaware County Prosecuting Attorney's Office
145 N. Union St., 3rd Floor
Delaware, Ohio 43015
Email: cbetts@co.delaware.oh.us

3. ADDRESS TO SUBMIT INVOICES;

The name and address in Section 10 of the Agreement to submit annual invoices to the Customer is amended as follows:

Jennifer Tubaugh
Chief Deputy Clerk of Courts
Delaware County Clerk of Courts
117 North Union St., 300 Level
Delaware, Ohio 43015

4. RENEWAL.

The Agreement is hereby renewed for a Subsequent Term of two (2) years, beginning upon expiration of the Initial Term of the Agreement and terminating on December 31, 2022. The annual fee schedule for this Subsequent Term shall be as follows:

<u>Software</u>	<u>Licenses</u>	<u>January 1, 2021 to December 31, 2021</u>	<u>January 1, 2022 to December 31, 2022</u>
Common Pleas Court and Clerk of Courts			
CourtView CMS	35	\$30,469.00	\$31,383.00
eAccess single portal included with CMS	1	\$0.00	\$0.00
eAccess additional portal	1	\$1,546.00	\$1,592.00
JusticeFiling	1	\$2,448.00	\$2,521.00
ePayment -Web Deployment	1	\$93.00	\$96.00
CourtView Dashboards	5	\$474.00	\$488.00
Ohio Tax Lien	1	\$0.00	\$0.00
Sub Total Common Pleas Court / Clerk of Courts		<u>\$35,030.00</u>	<u>\$36,080.00</u>
Public Defender's Office			
CourtView Case Management	2	\$1,289.00	\$1,328.00
Sub Total Public Defender's		<u>\$1,289.00</u>	<u>\$1,328.00</u>
Total		<u>\$36,319.00</u>	<u>\$37,408.00</u>

5. MAXIMUM.

The maximum amount payable pursuant to this First Amendment is \$73,727.00.

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6. DRAFTING.

This First Amendment shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

7. COUNTERPARTS.

This First Amendment may be executed in counterparts.

8. ENTIRE CONTRACT.

The Agreement, its exhibits, and this First Amendment 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.

9. SIGNATURES.

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

10. CONFLICTS.

In the event of a conflict between the terms of the Agreement and this the First Amendment, the terms of this First Amendment shall prevail.

11. OTHER TERMS OF AGREEMENT UNCHANGED.

All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

7
RESOLUTION NO. 20-1159

IN THE MATTER OF APPROVING THE MITEL SUPPORT & SOFTWARE ASSURANCE AGREEMENT FOR SUPPORT PROGRAMS TO COVER POST- IMPLEMENTATION REQUIREMENTS FOR TECHNICAL SUPPORT, HARDWARE REPLACEMENT, SOFTWARE UPGRADES, AND TRAINING:

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

WHEREAS, the Director of Facilities recommends approval of the Mitel Support & Software Assurance Agreement for support programs to cover post-implementation requirements for technical support, hardware replacement, software upgrades, and training;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Mitel Support & Software Assurance Agreement for support programs to cover post-implementation requirements for technical support, hardware replacement, software upgrades, and training:

MITEL SUPPORT & SOFTWARE ASSURANCE AGREEMENT

Please check the following - payment option and plan type:

Type of Coverage

Parts & Remote Diagnostics Service Plan
24/7 Parts Coverage, Excluding 1-Year \$39,607.64
ShorePhones
Excludes On-Site Labor which will be billed at Normal Labor Rates.

"System" Equipment Covered:

9	ShoreGear 24A	1	Virtual Mobility Router with 20 Clients
4	ShoreGear 30	12	ShoreWare Additional Site Licenses
14	ShoreGear 90	10	ShoreWare SIP Trunk Licenses
4	ShoreGear T1K	1,027	ShoreWare Extension Licenses
200	Virtual Phone Capacity Licenses	927	ShoreWare Mailbox Licenses
1	Virtual Conference Bridge with 30 Audio & 20 Web Ports		
1	All Mitel Connect Bundled Licenses		

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Support Offer Expires: December 29, 2020

After this date, Support can be purchased, but a sliding scale Reenlistment Fee ranging from 40-100% of the renewal price will be assessed.

Effective Date: Upon Receipt of Payment and Mitel's Renewal Date

"CUSTOMER"

Billing Address

Delaware County 10 Court Street
Delaware, OH 43015

Service Address(es) - LOCAL

Delaware County
All Sites

ShoreCare Partner Support

Parallel Technologies, Inc. and Mitel have teamed up to offer Support programs to cover your organization's post- implementation requirements for technical support, hardware replacement, software upgrades, and training, as detailed below. Support Plan Offerings include:

The Parts & Remote Diagnostics Service Plan offers:

- Parts Coverage with Next business day hardware replacement.
- Labor for Remote Diagnostics included.
- On-Site Labor billed on an as-needed basis.
- Upgrade Software provided at No Charge with first 2 hours of support included. On-site support available to customer sites designated as "LOCAL". Labor beyond included hours is billable at prevailing labor rates.
- TECHNICAL SUPPORT (user and programming questions) by Phone
- SERVICE (repair issues or "break/fix" work) via Remote Connectivity
- CARRIER SERVICES (local, long distance, and broadband carrier issues) – For services not procured through Parallel Technologies, customers receive the 1st hour of trouble shooting at no charge. For services procured through Parallel Technologies, most related issues are non-billable.
- MAC's (moves/adds/changes and administrative assistance)
 - Remote – first hour free, then billable in ½ hour increments thereafter
 - On-Site – billable at prevailing rates
- Access to Self-Paced Web-based Training
 - ShorePhone and Call Manager Tutorials
 - Voice Mail Tutorial
- Access to Mitel Knowledgebase
- Product Announcement Bulletins
- Application Notes & Tech Notes
- Basic Configuration & Troubleshooting FAQ's

Service Level Agreement

On a Parts & Remote Diagnostics Service Plan Parallel Technologies will adhere to the following response times, but all associated on-site labor is billable.

SERVICE

(problem/repairs issues – i.e. dead phone, static on lines or phones, system down, etc.)

Monday-Friday 8 AM - 5 PM EST

Call (614) 798-1700 and select option 0 for a Complete System Outage or option 1 for Mitel Systems

1. Provide name, telephone number and location
2. Provide a description of problem. Please gather as much information as possible (i.e. extension numbers, employee's name, time of occurrence).

Response Times for Warranty and Support Agreement Customers

Calls to the Help Desk will be handled immediately. If a technical resource is required, whether remote diagnostics or on- site dispatch, a ticket will be opened and a technician will be assigned to handle it within our normal response times as listed below.

* LOCAL (Locations installed within a 2-Hour Drive from Parallel Technologies' Service Locations)

Local customer locations may be provided on-site and/or remote diagnostic service. Non-emergency service to Local customer locations is provided on the average within 24 hours. Emergency service to Local customer locations is provided on the average within 2 hours.

* REMOTE (Locations installed more a 2-Hour Drive from Parallel Technologies' Service Locations)

Remote customer locations will be provided remote diagnostic service and next business day

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hardware replacement.

Response Times for Time & Material Customers

Our goal is to meet the same response times as listed above. However, during high demand times, Warranty and Support customers are prioritized over Time & Material customers.

Evenings, Weekends and Holidays

(614) 798-1700 or (614) 798-9700 Follow Voice Mail Instructions for Emergency Service.

* IF ANY SERVICE PROBLEM IS NOT BEING RESOLVED TO YOU'RE SATISFACTION, PLEASE CONTACT THE FOLLOWING PEOPLE IN THE FOLLOWING ORDER AT THE NUMBERS LISTED BELOW *

1. Mike Philpot - Service Manager (513) 587-1368
2. Brad Lotz - Director of Operations (513) 587-1363

MOVES, ADDS, and CHANGES

(i.e. station moves, new telephones, programming changes, new mailboxes, etc.)

Monday-Friday 8AM -5PM EST

Call (614) 798-1700 and select option 1

1. Provide name, telephone number and location
2. Description of work to be completed. Please gather as much information as possible.

* MAC's are typically scheduled within 5-8 business days.

System Moves, Major Adds and/or Upgrades

Contact Your Sales Rep...

Ashleigh Walsh, (614) 718-5110, awalsh@paralleltech.com

BASIC ADMINISTRATIVE AND END USER QUESTIONS

(Administrative – Edit phone system and voicemail system settings.)

(End User – Set, edit, or cancel individual phone and voicemail features and functions)

Monday-Friday 8 AM - 5 PM EST

Call (614) 798-1700 and select option 1

1. Provide name, telephone number and location
2. Provide a complete description of question. Please gather as much information as possible (i.e. extension numbers, employee's name, exactly what you are trying to accomplish).

Billing Policy

Applies to on-site dispatch for Service or Moves, Adds, and Changes. Rates subject to change without notice.

Minimum Labor Charges & Drive Time

LOCAL Sites (includes drive time and 1st hour on-site)

Telephone Systems \$190.00 Minimum Labor Charge

LAN/WAN Data Services \$225.00 Minimum Labor Charge

REMOTE Sites

Telephone Systems \$160.00 per hour for 2-Way Drive Time

LAN/WAN Data Services \$185.00 per hour for 2-Way Drive Time

Labor Rates (billable in 30 minute increments)

Telephone Systems \$160.00 per hour

LAN/WAN Data Services \$185.00 per hour

Training

User & Operator Training \$100.00 per hour

System Administration Training \$160.00 per hour

1-Hour Online Collaborative Training sessions included free of charge for Mitel Support Agreement customer with a Parts & Remote Diagnostics Service Plan. All other System Administration and Technical Training is billable.

Carrier Services Policy (i.e. Local, Long Distance, and Broadband Carrier Coordination and Service Issues)

If the local, long distance, and/or broadband services were procured through Parallel Technologies, then most related issues are non-billable.

If the services were not procured through Parallel Technologies, then the customer will receive the first hour of service coordination at no charge, billable thereafter at prevailing rates.

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TERMS & CONDITIONS

I. PARALLEL TECHNOLOGIES, INC. hereinafter referred to as the "Company", agrees to service the telephone system covered by the attached materials list, hereinafter referred to as the "System", in accordance to the terms and conditions following:

II. Subject to the level of Support Agreement selected and to the conditions hereof, the Company shall furnish all necessary service, including materials to maintain the System covered hereby in good working condition and repair.

III. The Company shall provide remote diagnostics and next day (overnight) hardware replacement unless otherwise specified in this agreement. Remote service to the customer will be rendered on the average within twenty-four (24) hours of notice from a customer requesting service. Remote connectivity to be provided by the customer. Next day replacement will be provided when parts requirements are known prior to 3pm on the day of failure. On-site service and diagnostics are not included in this agreement.

IV. Emergency service will also be provided by remote diagnostics and next day (overnight) hardware replacement unless otherwise specified in this agreement and will be rendered to the customer on the average of two (2) hours of the Customer's request being received by the Company. For the purpose hereof, emergency service is defined as that necessitated by a major failure of the System to operate as required. Remote connectivity to be provided by the customer. Next day replacement will be provided when parts requirements are known prior to 3pm on the day of failure. On-site service and diagnostics are not included in this agreement.

V. Support service will be rendered as provided above unless prevented by causes beyond reasonable control.

VI. Mitel provided software upgrades are included as part of this Support agreement for customer implementation as deemed appropriate.

VII. The company may refuse service under this agreement if Customer is not current in its financial obligations to Company.

VIII. Although we will respond to any service request as required above, it is understood that this agreement does not cover damages to, or failure of the System resulting from causes other than wear and tear from normal use, including, but not limited to misuse, negligence, accident, theft, abuse, connection to direct current, fire, flood, wind, lightening, acts of God or the public enemy, or improper wiring, installation, repairs or alteration by anyone other than the Company. Repairs necessitated by any of the above excepted causes shall be made by the Company at the prevailing labor rate, plus parts and materials, and be paid by the Customer upon completion.

IX. Customer understands this contract requires they maintain a level(s) of server software currently supported by the manufacturer(s) of the equipment covered under this agreement. The cost of server operating systems and server software upgrades are not included in this agreement.

X. If support lapses, a reenlistment fee will be assessed. In addition, hardware will not be replaced for a period of 60 days after reinstatement as part of this agreement, although the associated labor will be covered as indicated in paragraphs III and IV above. Existing hardware and software defects in non service-ready implementations may result in additional billings to bring the system to a fully operational, service-ready level. Lapsed support can only be reinstated on a one-time basis.

XI. In the event of material breach of this contract, either party may cancel this Agreement, this being the exclusive remedy available, and the Company shall in no event be liable for any special, incidental or consequential damages for loss, damage or expense directly or indirectly arising from the Customer's inability to use the equipment either separately, or in combination with any other equipment or from any other cause.

XII. The provisions contained in the Agreement, when approved, accepted, and executed by the Company, constitute the entire Agreement between the Company and the Customer with regards to the subject matter hereof and any alteration or modifications hereto, must be in writing, referring to this Agreement, and must be executed by PARALLEL TECHNOLOGIES, INC.

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

8
RESOLUTION NO. 20-1160

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER FOUNDATIONS FOR LIVING, CRC:

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract and addendum with Foundations for Living, CRC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and addendum for child care placement provider with Foundations for Living, CRC:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Foundations for Living, CRC 1451 Lucas Road Mansfield, Ohio 44903</p> <p>This Agreement in effect from 01/01/21 - 06/30/21</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND
FOUNDATIONS FOR LIVING, CRC**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Foundations for Living, CRC (“Provider”) (“First Amendment”) is entered into this 21st day of December, 2020.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 01/01/21 through 06/30/21 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 01/01/21 through 06/30/21.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- D. **Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. **New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. **New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. In the event a critical incident occurs that may impact the safety of the youth placed with the Provider, or the safety of Provider staff, Provider shall notify the Agency immediately of its intention to move the youth to One on One services and explain to Agency why the change in status is needed. Provider and Agency shall mutually agree the One on One status is required before the services may be implemented. If Agency does not respond to the request for increased services by the end of the next business day, Provider may implement the One on One services at the increased rate. There shall be a \$25 per hour rate charged for extra staff over and above the regular room and board per diem rate until it is determined the One on One status is no longer required.
- I. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, 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 the Provider 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 Provider 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 Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

- J. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars

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(\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

- L. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

- 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- 3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- 1. OPERS Independent Contractor/Worker Acknowledgement.
- 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

- 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
- 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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

9
RESOLUTION NO. 20-1161

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD FOR THE OHIO SOBRIETY, TREATMENT, AND REDUCING TRAUMA (“OHIO START”) PROGRAM:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following Memorandum of

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Understanding between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware-Morrow Mental Health & Recovery Services Board for the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio Start”) Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Memorandum of Understanding between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware-Morrow Mental Health & Recovery Services Board for the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio Start”) Program:

**MEMORANDUM OF UNDERSTANDING BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD**

This Memorandum of Understanding (“MOU”) is entered into by and between the Delaware County Department of Job and Family Services (“DCJFS”)(hereinafter “Agency”), 145 North Union Street, Delaware, Ohio 43015 and Delaware-Morrow Mental Health & Recovery Services Board, (hereinafter “Provider”), 40 North Sandusky Street, Suite 301, Delaware, Ohio 43015 (collectively referred to herein as the “Parties”).

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio START”) program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, the Parties have entered into this agreement for the provision of specialized victim services for families participating in the Ohio START program; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

I. PURPOSE

This MOU establishes working guidelines between the Parties and a process to properly reimburse for a portion of the program funds submitted to Maryhaven by the Provider for the Ohio START Peer Mentor position.

II. RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Provide program funds to Provider for allowable reimbursable costs up to a maximum of \$47,000 for each one-year service period.

B. The Agency point of contact shall be Jeffrey Sell, Protective Services Administrator, 740-833-2367 jeffrey.sell2@jfs.ohio.gov.

C. The Provider agrees to do the following:

1. Provide program funds to Maryhaven to support the Ohio START Peer Mentor position.

2. Submit timely invoice documentation for reimbursement. Invoices shall be submitted to the Agency within 30 days of the service-month end.

D. The Provider point of contact shall be Deanna Brant, Executive Director, dbrant@ohiopps.org, 740-368-1740

III. TIME OF PERFORMANCE

A. This MOU is effective as of July 1, 2020 and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein. If automatically renewed, this MOU shall not be effective past the date of the Ohio START program termination.

B. This MOU is dependent upon the availability of Ohio START program funds. If the funds necessary to provide the services under this MOU are unavailable for any reason, then this MOU shall terminate.

C. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

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IV. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

V. SUSPENSION AND TERMINATION

A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.

B. In the event of a material breach of this MOU, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.

C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

VI. ASSIGNMENT AND WAIVER

A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.

B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party’s right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

VII. ENTIRE AGREEMENT/MODIFICATION

This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

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

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RESOLUTION NO. 20-1162

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MS CONSULTANTS, INC., FOR FINAL DESIGN OF PROCESS TREATMENT UPGRADES AT THE LOWER SCIOTO WATER RECLAMATION FACILITY AND TARTAN FIELDS WASTEWATER RE-USE FACILITY AND DESIGN OF THE SCIOTO RESERVE PUMP STATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with MS Consultants, Inc., for final design of process treatment upgrades at the Lower Scioto Water Reclamation Facility and Tartan Field Wastewater Re-Use Facility and design of the Scioto Reserve Pump Station project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with MS Consultants, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 21st day of December, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and MS Consultants, Inc., 2221 Schrock Road, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide professional engineering services for the final design of process treatment upgrades at the Lower Scioto Water Reclamation Facility and Tartan Field Wastewater Re-Use Facility and design of the Scioto Reserve Pump Station project (the “Services”).

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- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are further defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Fee Schedule, Dated 12/10/20
Exhibit B: Scope of Services, Dated 12/7/20

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all Services described in the project scope, except “If Authorized” tasks, the fee shall be billed at the Time and Material rates included in Exhibit A, not to exceed \$680,000.
- 4.3 For all Services identified in the project scope as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in Exhibit A for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$879,000 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Brad Stanton

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: bstanton@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Michael Kratofil

Address of Firm: 2221 Schrock Road

City, State, Zip: Columbus, OH 43229

Telephone: 614-898-7100

Email: mkratofil@msconsultants.com

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6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the work no later than 12/1/2021.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective upon approval in a writing signed by both Parties, in accordance with Section 3.1.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other

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liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a

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waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

11
RESOLUTION NO. 20-1163

IN THE MATTER OF APPROVING A CONTRIBUTION AGREEMENT WITH NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC, FOR PRELIMINARY PROFESSIONAL SERVICES AT THE NORTHSTAR WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Northstar Residential Development, LLC, for Preliminary Professional Services at the Northstar Water Reclamation Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Northstar Residential Development, LLC:

CONTRIBUTION AGREEMENT

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THIS AGREEMENT is made and entered into this 21st day of December, 2020, by and between the **DELAWARE COUNTY BOARD OF COMMISSIONERS** (the "County"), and **NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC** (the "Contributor").

RECITALS

WHEREAS, the Contributor is the developer of the Northstar Development (the "Development"), which is serviced by the County's Northstar Water Reclamation Facility (the "Facility"); and

WHEREAS, the treated wastewater from the Facility is discharged within the Development, pursuant to a land application management plan ("LAMP") through the Ohio Environmental Protection Agency; and

WHEREAS, the County and the Contributor mutually acknowledge and agree that modifications to the LAMP and/or a new National Pollutant Discharge Elimination System ("NPDES") permit are necessary and that upgrades to the Facility for full buildout would benefit both the County and the Contributor; and

WHEREAS, the County and the Contributor wish to cooperate in procuring preliminary professional services necessary to proceed with the proposed modifications and upgrades;

NOW, THEREFORE, in consideration of the foregoing recitals, the County and the Contributor mutually agree as follows:

- 1) Upon execution of this Agreement, the Contributor shall pay to the County Twenty-three Thousand Two Hundred Fifty Dollars (\$23,250), mutually agreed to be the Contributor's proportional share of, and contribution toward, the cost and expense of the preliminary professional services contemplated herein. The County shall be responsible for the remainder of the cost and expense of the preliminary professional services.
- 2) The County shall, within 60 days of the execution of this Agreement, enter into a contract for the preliminary professional services contemplated herein, in accordance with the qualifications-based selection process set forth in sections 153.65, *et seq.*, of the Revised Code. The County shall have sole responsibility for administering the contract for the preliminary professional services but shall keep the Contributor reasonably informed of the progress thereof.
- 3) If the County should fail to proceed, or elect not to proceed, with the contract, then the County shall promptly reimburse the Contributor for the entire amount of the contribution provided for herein.

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

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RESOLUTION NO. 20-1164

IN THE MATTER OF APPROVING A DESIGN-BUILD AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH RUMPKE WASTE, INC., FOR THE DELAWARE COUNTY TRANSFER AND RECYCLING CENTER DESIGN-BUILD-FINANCE-OPERATE PROJECT:

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

WHEREAS, on December 23, 2019, the Delaware County Board of Commissioners adopted Resolution No. 19-1268, ranking Rumpke Waste, Inc., as the best value for the Delaware County Transfer and Recycling Center Design-Build-Finance-Operate project and directing the Sanitary Engineer to proceed with the contract negotiations with Rumpke Waste, Inc.; and

WHEREAS, the Sanitary Engineer has completed negotiations and recommends approval of a design-build agreement and a memorandum of understanding with Rumpke Waste, Inc., for the Delaware County Transfer and Recycling Center Design-Build-Finance Operate project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Design-Build Agreement and Memorandum of Understanding with Rumpke Waste, Inc., for the Delaware County Transfer and Recycling Center Design-Build-Finance Operate project:

**Document 00 52 53 - Agreement Form (Design-Build Project)
State of Ohio Standard Requirements for Public Facility Construction**

This Agreement is made as of the date set forth below between the Board of Commissioners of Delaware County, Ohio (the "County"), and the Design-Builder in connection with the Project.

Project Number:

Project Name:

Site Address:

Delaware County Transfer and Recycling Center
888 US-42 N
Delaware, OH 43015

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Owner (County): Owner's Representative: Address:	Board of Commissioners of Delaware County, Ohio Michael A. Frommer, County Administrator 101 North Sandusky Street Delaware, Ohio 43015
Design-Builder ("DB"): DB's Principal Contact: Address:	Rumpke Waste Inc. David Murphy 3990 Generation Dr Cincinnati, Ohio 45251

ARTICLE 1- SCOPE OF WORK; BUDGET; SCHEDULE

1.1 The DB shall perform and provide all of the Work described in the Contract.

1.1.1 The portion of the Work to be performed by the DB's Architect/Engineer of Record ("AOR") is described in the AOR Scope of Services Description attached as Exhibit A.

1.2 The Construction Budget is \$4,200,000.

1.3 The Preliminary Project Schedule is attached as Exhibit B.

ARTICLE 2 PRECONSTRUCTION STAGE

2.1 The DB shall be solely responsible for the DB's proper, timely, and complete performance of the Preconstruction Services, including, without limitation, program verification, schematic design, design development, and document preparation, along with all personnel costs and expenses attendant thereto. Notwithstanding the DB's sole responsibility for preconstruction stage costs and expenses, the DB and Owner mutually acknowledge and agree that the preconstruction stage costs and expenses are estimated to be \$80,650. The DB shall use best efforts to implement cost control measures to perform all preconstruction stage services within the estimate stated herein. The DB shall provide a written report of preconstruction stage costs and expenses to the Owner on a regular basis, but at least once per month, during the preconstruction stage.

ARTICLE 3- CONSTRUCTION STAGE

3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through at least one GMP Amendment, the form of which is attached as Exhibit C. The DB shall be responsible for all Costs of the Work, and the GMP shall reflect the Costs of the Work and the residual value of the Project, if any, in accordance with the RFP.

ARTICLE 4- KEY PERSONNEL

4.1 The DB's key personnel for the Project are:

- 4.1.1 Bill Morgan, Project Manager;
- 4.1.2 Jacob Reeves, Lead Scheduling Engineer;
- 4.1.3 Kevin Schubert, Lead Estimator;
- 4.1.4 Mark Stegman, General Superintendent.

4.2 The DB's key personnel are authorized to act on the DB's behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5- CONSULTANTS

5.1 The DB's Consultants for the Project are:

- 5.1.1 Architect/Engineer of Record:
Luminate, Inc
1100 Sycamore Street, Suite 200
Cincinnati, Ohio 45202

Jeremiah Hahn, Senior Project Manager
- 5.1.2 General Contractor
SSRG
2824 Stanton Avenue

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Cincinnati, Ohio 45206

Jake Suer, Project Executive

5.2 The DB may provide a portion of the Work through one or more Consultants, provided, however, the DB will remain responsible for all duties and obligations of the DB under the Contract.

5.21 If the DB engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning prequalification, selection, and engagement, and shall enter into a Subcontract with the DB.

5.3 By appropriate written agreement, the DB shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the DB by the terms of the Contract, and to assume toward the DB all of the obligations and responsibilities which the DB assumes toward the County.

5.3.1 The DB shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 All agreements between the DB and a Consultant shall identify the County as the agreement's intended third-party beneficiary.

5.3.3 The County's receipt and approval of a copy of the agreement between the DB and a Consultant is a condition precedent to the County's obligation to pay the DB on account of the Consultant's services.

5.4 The County has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The DB shall obtain the County's written approval before engaging any Consultant not named above. The DB shall not employ any Consultant against whom the County has a reasonable objection. The County's approval or disapproval of any Consultant, however, will not relieve the DB of the DB's full responsibility for the performance of the Work.

5.6 The DB shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the County's prior written consent. The DB shall not permit any Consultant to replace any previously identified team member except with the County's prior written consent unless the Consultant ceases to employ that person. On notice from the County, the DB shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the County.

5.7 The County may communicate with any Consultant either through the DB or directly with the Consultant, but the County may not modify the contract between the DB and any Consultant.

5.8 The DB hereby assigns to the County each Consultant's agreement provided that the assignment is effective only after the County terminates the Contract and only for those agreements which the County accepts by notifying the Consultant and DB in writing. The County may re-assign accepted agreements.

ARTICLE 6- GENERAL PROVISIONS

6.1 Effectiveness.

6.1.1 The Contract shall become binding and effective upon execution by the County and the DB.

6.1.1.1 If the DB is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract, Performance Bond, and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

6.1.1.2 If the DB is a limited liability company, which the County reasonably believes to be a special purpose or similar entity, the County may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract, the Performance Bond, and the Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

6.1.2 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.2 Representations.

6.2.1 The DB represents and warrants that it is not subject to an unresolved finding for recovery

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under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the DB shall immediately repay to the County any funds paid under this Contract.

6.2.2 The DB, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

ARTICLE 7 -ENUMERATION OF DOCUMENTS

7.1 The Contract Documents constitute the substance of the Contract, and include, but are not limited to, this Agreement (including all of its exhibits), the GMP Documents, final approved Drawings, final approved Specifications, Addenda if any, Contracting Definitions, General Conditions, Project Manual, and Modifications if any.

7.2 This Agreement includes the following documents:

7.2.1 Supplementary Scope Statement (AOR) attached as Exhibit A;

7.2.2 Preliminary Project Schedule attached as Exhibit B;

7.2.3 GMP Amendment form attached as Exhibit C;

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of December 21, 2020:

RUMPKE WASTE, INC.

BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, OHIO

Signature

Jeff Benton, President

Pursuant to Resolution Nos. 11-137 and 20-_____

(Copy of exhibits available for review at the Commissioners’ Office and Environmental Services Department until no longer of administrative value.)

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND
RUMPKE WASTE, INC. FOR THE
DESIGN-BUILD, FINANCING, AND OPERATION OF THE
DELAWARE COUNTY TRANSFER AND RECYCLING CENTER

The Memorandum of Understanding (“MOU”) is made and entered into on December 21, 2020, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and Rumpke Waste, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251 (“Rumpke”), collectively referred to herein as the “Parties,” for the purpose of expressing the Parties’ mutual understanding of the terms governing the design-build, financing, and operation of the County’s new solid waste Transfer and Recycling Center (the “Project”).

The Parties hereto have entered into a Design-Build Project Agreement for the Project, which includes certain preliminary services related to the Project and the option for a Guaranteed Maximum Price (“GMP”) Amendment to establish the final commercial terms for the Project. The proposed terms and conditions described in Exhibit A (“DBFO Scoping Document”), which is attached hereto and, by this reference, fully incorporated herein, represent the Parties mutual understanding of the commercial terms for the Project as would be expressed in a final Operating Agreement as required by the GMP Amendment, and, thus, shall not be construed as binding upon the Parties unless and until execution of a GMP Amendment and a final Operating Agreement incorporating such terms. Any obligations that may be deemed to arise under this MOU are contingent, except for the Parties’ mutual obligation to undertake good faith efforts to reach a final agreement as contemplated herein.

IN WITNESS WHEREOF, the County and Rumpke have, through their authorized representatives, executed this MOU, effective on the date first written above.

COUNTY

RUMPKE

Michael A. Frommer, P.E.
County Administrator

Andrew Rumpke

Exhibit A
DBFO Scoping Document

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- III Design Criteria**
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Introduction

Project Name:	Delaware County Transfer and Recycling Center (“TRC”)
Project Location:	1020 US Highway 42 N, Delaware, Ohio 43015
Owner:	Delaware County Board of Commissioners
Project Delivery:	Design-Build, Finance, Operate

I. Project DESCRIPTION

Delaware County (“County”) is contracting with a Design-Builder and solid waste operator (“DB” or “Rumpke”) to design, build, finance, and operate (DBFO) a new Delaware County Transfer and Recycling Center (TRC). The TRC will provide for the transferring of municipal solid waste, recyclables, and other materials to support the County residents, businesses, and institutions in their efforts to manage their waste along with some out of County solid waste and recyclables. In addition, the TRC will support the efforts of the Delaware, Knox, Marion, and Morrow (DKMM) Solid Waste District to achieve the recycling and diversion goals as established in the Ohio Environmental Protection Agency (OEPA) approved DKMM solid waste plan.

This Project includes a long-term contract for the operation of the TRC. The operating contract will provide for maintenance of the facility and cost of service for the County. It is understood that the long-term operating contract will provide services and a cost of service that will provide the financial return for the DB to commit significant resources to permit, design, finance, build and operate the TRC. **The operating contract will be for an initial ten (10) year period commencing on the first day the TRC is operational, with two (2) potential five (5) year renewals (if agreed to by both parties).**

Through the Request for Proposal (RFP) process, the DB has demonstrated their intent to meet certain key benchmarks including but not limited to;

- The best design to provide infrastructure to support solid waste management, recycling, and other programs to best manage Municipal Solid Waste (MSW).
- The best design to provide such services in the most economically advantageous manner.
- Financing for the TRC that results in the lowest cost of service, as defined by the operating contract for County residents, businesses, and institutions.
- Integrating and complementing existing and future DKMM programs and services to leverage their impact and lower their overall cost of service.
- Support and enhance operational practices that improve efficiency, safety, or other factors.
- Support innovative technologies and equipment.

Project Understanding

The County is pursuing construction of a new TRC that will include a long-term operating agreement for the facility. **The new TRC will be located at 1020 US Highway 42 N, Delaware, Ohio 43015.**

The County is included in the Columbus, Ohio, Municipal Statistical Area and shares the northern border of Franklin County where Columbus, Ohio is located. The Solid Waste Authority of Central Ohio (SWACO) is the solid waste district serving Franklin County. There are three communities that are part of SWACO that extend into the southern area of the County, Columbus, Dublin, and Westerville. SWACO utilizes solid waste flow control to support their solid waste facilities and implement the SWACO solid waste plan. Thus, the waste for the three cities, including the areas of the cities located in the County is delivered to SWACO facilities.

The City of Delaware currently hauls its solid waste to the current Delaware County Transfer Station (Transfer Station), and the new TRC will provide the infrastructure to support The City of Delaware solid waste disposal, recycling, and other special waste programs.

The County owns the current Transfer Station which is located at 888 U.S. Route 42 North near the City of Delaware, Ohio. The Transfer Station receives solid waste from generators in Delaware County, counties located in the Delaware, Knox, Marion and Morrow Joint Solid Waste Management District (DKMM), and other counties in the State. The Transfer Station receives waste from several sectors including Residential and Industrial generators, Construction and demolition debris, and Scrap Tires. These services will continued to be offered as well as

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recycling services and infrastructure for DKMM support.

The DB is operating the existing Transfer Station as of June 1, 2020. By taking over operation of the existing facility in the interim, the DB shall provide uninterrupted services to customers while the new TRC is being constructed. The DB shall manage the startup of the new facility so as to provide no interruption in solid waste services to customers.

Specific issues that will need to be addressed in the design of the new TRC include the following:

- Adequate throughput capacity (the amount of material and vehicles that can be processed within a certain timeframe) to reduce customer delay and avoid long traffic queue's;
- Enhanced provisions for customer, County, and staff health and safety;
- Repurposing of existing Transfer Station to complement the new TRC services, or decommissioned while providing appropriate infrastructure for a Citizens Convenience Center;
- Adequate space within the TRC to accommodate self-haul customers separating traffic patterns and unloading areas from the collection vehicles;
- Adequate administrative office facilities, operator facilities, equipment parking, and maintenance facilities;
- Adequate employee, customer, and visitor parking;
- Efficient entrance and exit traffic patterns;
- Offices and an Observation area for education and outreach for schools and adults,
- Tipping floor, processing, drop-off areas, and loadout areas utilized to support recycling programs for residents, businesses, and other haulers;
- Cameras for the exterior of the facility, entrances, exits, scales, and tipping floor.
- Plans for landscaping and screening of facility and entrance/exit.
- New scale house(s), scales and installation of data management infrastructure to provide detailed reporting to the County of daily, monthly, and annual activity;
- Designed to control air emissions (Odor/Dust) both inside and outside the TRC; and
- Designed to meet and/or exceed Ohio Transfer Station regulations OAC 3745-555-01 thru 700. This must include all the siting criteria for locating the facility in OAC 3745-555-110-thru 150.

II. FINANCE

The County has structured the design-build project delivery model to include 100% financing by the DB, subject to payment of the residual value, if any, as set forth herein. Therefore, the anticipated guaranteed maximum price for the project is zero dollars, plus a residual value, if any, the amount of which is to be fully scheduled and documented in the GMP Amendment(s).

The County will maintain ownership of the facility during the operator contract period and at the conclusion of the operator agreement. The operating contract will be an initial ten-year agreement with two (2) five-year options, if agreed by both parties. If the renewal options are not exercised, the County will pay the Operator the residual amount for the cost of original design build investment as of the end of the then current term, ending the agreement.

The County understands that the Operator will be making a significant investment in the design build of the TRC, and it is understood that the operating agreement will provide for the return on investment for the operator. The residual value at the completion of each contract increment provides the County with the option to terminate the operating agreement and pay the operator an amount to achieve a desired return on the design build while maintaining ownership of the TRC. The County will select one of the two provided approaches for calculating residual value, which will be the methodology used during the initial contract term and any option(s) unless otherwise mutually agreed by both parties.

The residual value is subject to the condition of the property as verified by an inspection of an independent, licensed engineering firm. During year four in each five-year increment of the agreement(s), a licensed engineering firm will perform a detailed inspection of the TRC campus, including access roads. This inspection will be performed at the cost of the County. This inspection will provide a detailed list of repairs required to maintain the facility in good working order. This inspection will include, but is not limited to the

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roof, foundation, roadways, scales, offices, tipping floor, tipping floor appurtenances, building, doors, lighting, data lines, and all other fixed equipment. The licensed engineering firm will also make a determination whether each repair needed is the result of normal use vs misuse by the Operator. The licensed engineers report will be completed and presented to the Operator at the conclusion of year four (4) for each of the five-year increments. The Operator is expected to make repairs that are the result of Operator misuse, sixty days prior to the start dates of each of the five-year increments. If repairs are not made the County will have the option to make repairs and bill the Operator for any unpaid repairs or deduct the unpaid repairs from the residual value at completion of the contract or any combination of the above. Any repairs not completed, as required, may negatively affect the operating agreement renewal.

For repairs needed due to the normal use of the facility or improvements to the facility the residual value cannot be adjusted. Any expenditures needed for these types of improvements shall be the responsibility of Delaware County. The work will be contracted according to ORC requirements.

Rumpke reserves the right to adjust pricing based on any material changes in Federal, State or local laws, regulations, fees/taxes, environmental mandates imposed or other factors that affect the cost of fulfilling services. The DKMM, OEPA, and Delaware County fee are mandated by Delaware County, DKMM, and OEPA and are pass thru fees. Any increase or decrease to these fees will be equally reflected in the total gate rates.

Methodology –Straight-Line Per Ton Residual Value Approach

- Projected Core Facility Investment (CFI) = \$3,710,000
- Supplemental Initial Facility Investment (SIFI) = Calculated after determination of GMP. The SIFI can be either positive or negative depending on the final GMP.
- Guaranteed Maximum Price (GMP) = Final cost for development and construction of New Facility = CFI + SIFI
- Base (Year 1) Rumpke Operator Rate (ROR) at CFI of \$3.7M = \$42.98/ton for MSW
 - Upon determination of GMP, the correction to ROR shall be determined by Delaware County through one of the following three mechanisms:
 1. Rumpke will contribute all additional SIFI funds and the Base (Year 1) ROR will be adjusted by \$0.47/ton for every additional \$100,000 of Supplemental Initial Facility Investment added to the CFI. The ROR cannot be adjusted below \$42.46/ton.
 2. Delaware County will contribute all additional SIFI funds and will determine the cost per ton for every additional \$100,000 SIFI over the Core Facility Investment (CFI) of \$3.7M. If any fee is added, Delaware County will receive the fee adjustment for a period of 10-years, in addition to the \$3.50 facility fee. In this scenario the Base (Year 1) Rumpke Operator Rate (ROR) shall be equal to \$42.98/ton for MSW
 3. Delaware County and Rumpke may mutually agree to share in the financial burden of any SIFI and therefore determine a cost sharing approach where the SIFI adjustment is \$0.47/ton for every additional \$100,000 SIFI for Rumpke's ROR and Delaware county determines the cost per ton for every additional \$100,000 SIFI over the Core Facility Investment (CFI) of \$3.7M. Each entity will receive their portion of the fee adjustment. The fee adjustments will be applied for a period of 10-years.
 - The ROR will escalate annually @ 2.3% or the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor, whichever is greater. The ROR will not escalate above five percent (5%) in any one year unless approved by the County or legitimized by changes to Federal, State or local laws, regulations, environmental mandates or other factors that affect the cost of fulfilling services.
 - The ROR will be subject to an annual fuel adjustment of \$0.035/ton for every \$0.05/gal incremental change in average annual price of diesel for EIA Midwest (PADD 2) if the annual price average for the previous year is below \$2.65/gal or above \$2.85/gal. The annual fuel adjustment to the ROR can either be positive or negative based on the previous years' average annual price of diesel for EIA Midwest (PADD 2). This fuel adjustment can be modified upon mutual consent if waste transfer vehicles hauling waste from the transfer station to the landfill no longer use diesel.
- Residual Value = GMP - ((GMP divided by 2,300,000 tons) * (actual volume of MSW tons received at the New Facility by Rumpke)) + (any mutually agreed undepreciated authorized follow-on facility investments)
-

EXAMPLE: Straight-Line Per Ton Residual Value Approach using SIFI funding Option 1 (Rumpke contributing SIFI)

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- GMP = \$4,210,000
- SIFI = \$500,000 = \$4,210,000 - \$3,710,000

- Adjusted Core (Year 1) ROR = \$45.33/ton = \$42.98/ton + (\$500,000 (SIFI)/\$100,000) * \$0.47/ton)
- Contract Renewed for first 5-yr extension (total contract term 15 years)
- MSW tons received at New Facility by Rumpke during the first 15 years of operation = 1,562,044 tons
- Annual average cost of diesel fuel remains between \$2.65/gal and \$2.85/gal for EIA Midwest (PADD 2)
- No additional County approved follow-on facility investments made during the first 15 years of operation at the New Facility
- Residual Value @ end of Year 15 = \$1,350,780.33 = (\$4,210,000 - \$2,859,219.67 + \$0) = (\$4,210,000 - (\$4,210,000 / 2,300,000 tons) * 1,562,044) + \$0)

	Volume of MSW received at New Facility by Rumpke (tons)	Estimated Rumpke Operator Rate (\$/ton)	Delaware County Surcharge (\$/ton)	DKMM Fee (\$/ton)	OEPA Fee (\$/ton)	Total Estimated MSW Gate Rate (\$/ton)
Year 1	80,000	\$ 45.33	\$ 3.50	\$ 6.00	\$ 4.75	\$ 59.58
Year 2	82,928	\$ 46.37	\$ 3.50	\$ 6.00	\$ 4.75	\$ 60.62
Year 3	85,964	\$ 47.44	\$ 3.50	\$ 6.00	\$ 4.75	\$ 61.69
Year 4	89,110	\$ 48.53	\$ 3.50	\$ 6.00	\$ 4.75	\$ 62.78
Year 5	92,372	\$ 49.65	\$ 3.50	\$ 6.00	\$ 4.75	\$ 63.90
Year 6	95,753	\$ 50.79	\$ 3.50	\$ 6.00	\$ 4.75	\$ 65.04
Year 7	99,258	\$ 51.96	\$ 3.50	\$ 6.00	\$ 4.75	\$ 66.21
Year 8	102,891	\$ 53.15	\$ 3.50	\$ 6.00	\$ 4.75	\$ 67.40
Year 9	106,657	\$ 54.37	\$ 3.50	\$ 6.00	\$ 4.75	\$ 68.62
Year 10	110,561	\$ 55.62	\$ 3.50	\$ 6.00	\$ 4.75	\$ 69.87
Year 11	114,608	\$ 56.90	\$ 3.50	\$ 6.00	\$ 4.75	\$ 71.15
Year 12	118,803	\$ 58.21	\$ 3.50	\$ 6.00	\$ 4.75	\$ 72.46
Year 13	123,151	\$ 59.55	\$ 3.50	\$ 6.00	\$ 4.75	\$ 73.80
Year 14	127,659	\$ 60.92	\$ 3.50	\$ 6.00	\$ 4.75	\$ 75.17
Year 15	<u>132,331</u>	\$ 62.32	\$ 3.50	\$ 6.00	\$ 4.75	\$ 76.57
	1,562,044					

A. Recycling

Public Drop-Off

Rumpke will receive single stream source-separated single stream recyclable materials delivered by individual residents to public drop-off containers located at the citizen convenience center for \$0. There will be a \$0 per ton County Surcharge for source separated recyclable materials that are delivered to the facility at \$0.

Methodology – Recycling

Rumpke will receive single stream source-separated single stream recyclable materials generated by residential and multi-family households, which are collected, hauled and delivered to the TRC by the City of Delaware, and transported by Rumpke for ultimate processing at Rumpke’s Columbus MRF (1191 Fields Avenue, Columbus, Ohio 43201) according to the terms and prices stated herein. Rumpke reserves the right to uphold alternative pricing, processing options and/or agreements with other entities and/or communities. There will be a \$3.50 per ton County Surcharge for the operators’ internal transfer of single stream recyclables.

- Materials – Single Stream Recyclable Materials will include steel cans, aluminum cans, plastic bottles/jugs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars. Rumpke reserves the right to reject material streams with an unacceptable level of residual and/or charge for services required to properly manage unacceptable materials delivered to the TRC, which are not permitted or processable as single stream recyclables at the TRC or Rumpke’s Columbus MRF.
- Allocation Percentage – Allocation Percentage of each commodity category will be adjusted every 12 months based on one or more audit(s) during the previous 12 months. Audits will estimate the volume

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(by weight) of each commodity category generated by residential and multi-family households, collected, hauled and delivered by the City of Delaware to the TRC. The initial Allocation Percentage for the first 12-month period shall be set forth based on the actual volume (by weight) of residential recyclables processed and sold at Rumpke’s Columbus MRF in the 6-month period prior to the start of the operating contract for the new TRC. The Allocation Percentage provided in the sample is for demonstration purposes only.

- Index Price Formula – The Index Price Formula Rate for each 60-day period will be based on the monthly published value of the index associated with the Recyclable Material, as described

Fiber	
Sorted Residential News	P&PW/OBM High SRP #56 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber (Baled, .lb, picked up) Set forth SecondaryMaterialsPricing.com, the first published “Current Average” price for each month, Chicago (Midwest/ Central) Region shall be used. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.	
PET Bottles	Average
HDPE Natural	Average
HDPE Color	Average
Aluminum Cans (UBC)	Average
Steel Cans	Average
#3-#7 Plastic Mixed	Average
Glass (3 Mix)	Average

- Pro-Rata Market Value – The Pro-Rata Market Value per ton is defined as the sum of the Values (positive or negative) of all Commodity Categories.
- Processing Fee – The Processing Fee shall be \$90 per ton.
- Transportation Fee – The Transportation Fee shall be \$20 per ton for the acceptance and transportation of qualified Recyclable Material delivered to the TRC to Rumpke’s Columbus MRF for processing.
- County Surcharge – The County Surcharge is set at \$3.50 and can be adjusted as indicated in the RFP documents.
- ¹ Price Adjustments – Starting in year two, unless otherwise specified, Rumpke reserves the right to adjust the Processing Fee and the Transportation Fee annually based on changes to Federal, State or local laws, regulations, environmental mandates or other factors that materially affect the cost of fulfilling services. Should an adjustment in the fees be necessary, it will not exceed the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor or five percent (5%) unless approved by the County or legitimized by the aforementioned factors that may affect the cost of fulfilling services. Additionally, the County Surcharge will be a direct pass-through cost applied as applicable.
- ² Net Value & Collar – The Net Value per ton is defined as the sum of the Pro-Rata Market Value, Processing Fee, Transportation Fee, and County Surcharge. If the Net Value is positive (+), Rumpke will split (50/50) the Net Value up to a maximum rebate of \$20 per ton to the City of Delaware. If the Net Value is (-), Rumpke will charge 100% of the Net Value up to a maximum charge (or "cap") of \$58.50 per ton to the City of Delaware. The maximum charge may be adjusted based on changes to the Processing Fee, Transportation Fee and/or County Surcharge as outlined in “Price Adjustments.”

EXAMPLE: Methodology – Recycling

Jun-20	"PP&W" = Pulp & Paper Week Monthly Recovered Paper Price Watch "SMP".COM" = Secondary MaterialsPricing.com			
Commodity Category	Allocation Percentage	Index Price Formula	Index Price Market Value	Value
Sorted Resi Newspaper	0.27%	PP&W - Midwest, High Side	\$ 40.00	\$ 0.11
Cardboard # 11	18.04%	PP&W - Midwest, High Side	\$ 90.00	\$ 16.24
Mixed Paper	40.96%	PP&W - Midwest, High Side	\$ 25.00	\$ 10.24

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Steel Cans	2.22%	SMP.Com-Chicago Average	\$ 100.00	\$ 2.22
Aluminum Cans	1.13%	SMP.Com-Chicago Average	\$ 820.00	\$ 9.27
HDPE (Color)	1.74%	SMP.Com-Chicago Average	\$ 424.00	\$ 7.38
PET	4.13%	SMP.Com-Chicago Average	\$ 165.00	\$ 6.81
#3 - #7 Plastic Mixed	1.32%	SMP.Com-Chicago Average	\$ 20.00	\$ 0.26
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	\$ 80.00	\$ 0.02
Mixed Glass	1.63%	Actual & Transport	\$ (18.75)	\$ (0.31)
Residuals	13.83%	Cost	\$ (59.35)	\$ (8.21)
Pro-Rata Market Value per ton:				\$ 44.04
Less: <u>Processing Fee</u> ¹ per ton:				\$ (90.00)
Less: <u>Transportation Fee</u> ¹ per ton:				\$ (20.00)
Less: <u>County Surcharge</u> ¹ per ton:				\$ (3.50)
Net Value ² per ton:				\$ (69.46)
Collar ² Applies (Y/N):				Y
Charge ² to City of Delaware:				\$ 58.50
Rebate ² to City of Delaware:				\$ -

See footnotes on previous page

B. Transload Tipping Fee

Transloading options will be offered to government entities or their contracted hauler with a minimum delivered tonnage of 10,000 tons or more annually. The Transload Tipping Fee is the cost, net of transportation and disposal, to load trailers, and is a function of the Gate Rate. Rumpke will collect pass-through fees for transloaded material. Transportation and Disposal Charges are the responsibility of the qualifying user. Appropriate fees (e.g. OEPA, DKMM, County Surcharge) will be additionally applied to the Transload Tipping Fee. Rates may be adjusted if the users' transporter creates a compliance or efficiency disruption to the transfer station operation.

Rumpke reserves the right to reject material streams that are unacceptable for municipal solid waste and/or charge for services required to properly manage unacceptable materials delivered to the TRC, which are not permitted or disposable at the TRC or ultimate disposal location. Equipment must comply with the guidelines set forth by Rumpke for safe, efficient and economical operations at the TRC and its transloading component.

C. Tires

Description	Tipping Fee Per Unit
Year 1- 5	\$8.00
Year 6- 10	\$9.27
Year 11-15	\$10.75
Year 16-20	\$12.46

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- Materials – Materials include car and pickup tires delivered off the rim. Additional fees may apply to semi-truck tires and tractor tires as well as tires on the rim. Rumpke reserves the discretion to limit acceptance to 10 tires per user.
- Price Adjustments - The pricing provided for each 5-year period represents the estimated, as escalated, Tipping Fee Per Unit during the first year of each period. Rumpke reserves the right, with County approval, to adjust the Tipping Fee Per Unit annually based on changes to Federal, State or local laws, regulations, environmental mandates or other factors that materially affect the cost of fulfilling services, but should an adjustment in the fees be necessary based on the aforementioned factors, it shall not exceed the lesser of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor or five percent (5%).

D. CFC Appliances

Description	Tipping Fee Per Unit
Year 1- 5	\$50.00
Year 6- 10	\$57.96
Year 11-15	\$67.20
Year 16-20	\$77.90

- Materials – Materials include CFC-containing appliances such as refrigerators and air conditioners. CFC-free appliances may be accepted at a discounted price.
- Price Adjustments – The pricing provided for each 5-year period represents the estimated, as escalated Tipping Fee Per Unit during the first year of each period. Rumpke reserves the right to adjust the Tipping Fee Per Unit annually based on changes to Federal, State or local laws, regulations, environmental mandates or other factors that materially affect the cost of fulfilling services. Should an adjustment in the fees be necessary, it will not exceed the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor or five percent (5%) unless approved by the County or legitimized by the aforementioned factors that may affect the cost of fulfilling services.

E. CD&D

Materials accepted as CD&D will be managed at a rate to be determined by Rumpke, which will be based on factors including the cost of fulfilling services.

III. DESIGN CRITERIA

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The design-build work will include all management, permitting, architecture, engineering, construction, construction management, and all other services, equipment purchase and placement, materials and supply purchase and placement, commissioning and acceptance testing necessary to provide for a completely operational TRC.

A. Sustainable Design and Construction

Sustainable design and construction incorporate principals, techniques, and materials that conserve natural resources and improve environmental quality through the entire life cycle of the built environment. This includes the planning, design, construction, operation and maintenance, and demolition or disassembly phases of a building's life. Designing and building in a sustainable manner incorporates the following:

- **Energy Efficiency:** Building Envelope, HVAC, Lighting systems, Day lighting, orientation;
- **Water Conservation:** Building Fixtures, Landscape Design, Irrigation Efficiency.
- **Solid Waste Management:** Source Reduction, Reuse, and Recycling.
- **Resource-Efficient Building Materials:** Recycled Content Products, Salvaged Materials, and Resource Efficient Materials.
- **Environmental Quality:** Indoor Air Quality, Pollution Prevention.

The County expects the DB will incorporate sustainable practices in the TRC design and construction and will consider designs that lend themselves to sustainable operations.

B. Hours of Operation

The Operator/contractor shall have the site open Monday thru Friday 8am to 4:30pm and Saturday 8am to 12pm at a minimum. Extended hours are available but require prior approval from the County. The Operator/contractor may conduct the construction of the new TRC during these hours but must not interfere with current operations. The operator must get approval from the County regarding any activities that may impact the existing Transfer Station operations. The County will make every effort to accommodate reasonable requests to assist Operator/contractor during the design build.

C. Design/Build

1. Project Scope

The DB will be responsible for the following:

- a. The DB will provide the design engineering, shop drawings submittals, surveying, permitting, equipment and materials, construction, installation, commissioning, start-up, testing, and all other tasks associated with the construction of the TRC
- b. The TRC shall be designed to allow for future expansion.
- c. Electrical power, gas service and communications (telephone and Data) construction costs and usage shall be paid by the operator. The TRC will have meters for all utilities. All utilities will be owned by the County and the operational cost during construction will be paid by the operator.
- d. The operator and their contractors will be responsible for the security of the project work area, including but not limited to all equipment, materials, tools, facilities, and vehicles while performing the work of the contract. This requirement shall be effective twenty-four hours (24) hours per day for the duration of the design/build.
- e. Project survey work shall utilize State Plane Coordinates and provide Appropriate Baseline with control for construction staking to be accomplished by the operator and their contractors.
- f. Stormwater design shall follow the established Policies of the Ohio EPA Stormwater permitting and plans, other requirements by Delaware Township and Delaware County and integrate into the existing infrastructure.
- g. Delegated design: Design and calculations by an Engineer of Record or Architect Licensed in the state of Ohio as required to provide all design and secure permits from the Delaware County Building Department for the Recycling Center and all other local approvals.

2. County Responsibility

The County will be responsible for the following:

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- Assign a project manager who will be the duly authorized representative of the County for the purpose of inspecting the project, issuing instructions, giving approvals and to generally verify the work
- Provide all available data, maps, reports, records and other pertinent material as necessary to accomplish the required services.
- Review and have approval authority on all design documents.
- Cooperate with the Operator/contractor in the preparation of the construction work.
- Provide the site location.

3. Project Tasks

The design-build services are separated into five Tasks as follows:

- Task I Project Management and Administration
- Task II Data Collections and Review
- Task III Prepare Detailed Construction Plans and Specifications
- Task IV Contractor Services During Construction
- Task V Facility Startup and Project Closeout

Task I Project Management and Administration

The DB will provide the administration, coordination and management of the design/build project. The DB shall assign a "Project Manager" to directly oversee the administration of this project. If the initial Project Manager must leave the Project, the County shall have the right to review the credentials of the proposed replacement for the project manager. Any new Project Manager must be approved by the County prior to the placement in the position. Should an acceptable Project Manager not be available the County shall have the option of terminating the contract.

1.1 Project Administration

Prepare and submit for approval of the County, a project work schedule detailing for each task; it's duration, target dates for all submittals and meetings, person day estimates, personnel to be used, contact list, direct cost and expenses and total estimated cost.

1.2 Kick-off Meeting

Operator shall schedule and facilitate a project kick-off meeting. The meeting shall cover both technical and administrative project issues. The Operator/contractors shall include all key team members covering each major project element. The County will have representatives attending who shall provide input and inspect the construction process. An agenda shall be prepared and submitted for review that will, at a minimum, contain the following items for discussion:

- Introduction of team members.
- Summarize scope for each project, schedules and key issues.
- Develop a list of key information requirements from the County, including dates information is needed.
- Proposed format for progress reports.
- Develop communication protocols.
- Schedule for monthly progress meetings.
- Protocols and procedures for field review activities.

The DB Operator/contractor shall prepare detailed minutes highlighting decisions and action items. These minutes shall be submitted to the County after the meeting for review and approval.

1.3 Progress reports

Prepare and submit a monthly report which includes the following:

- A narrative of work performed by major task.
- A summary in percentages of overall project completion.
- An updated project work schedule depicting the current status of the project, including revisions to the schedule and detailing any modifications or impacts to milestone dates.
- A list of issues and/or anticipated problems to be discussed.
- A copy of all correspondence, logs of significance telephone conversations.

1.4 Client Liaison Meetings

The DB Operator/contractor will conduct project review meetings, with County representatives in attendance,

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weekly/biweekly as required by the County. The DB Operator/contractor shall prepare an agenda, in consultation with County staff, for each meeting, including the initial project meeting. Advise and discuss with the County staff important development and decisions between meetings as needed.

1.5 Updates on Cost

The DB Operator/contract will provide updates to the preliminary project cost at 30%, 60% and 90% design. The GMP shall be finalized per the contract at 90% design.

Task II Data Collection and Review

The DB Operator/contractor shall collect and analyze the data necessary for the completion and subsequent tasks.

2.1 Review of Preliminary Alignments and Right of Way

The DB Operator/contractor shall develop and submit an initial prioritized list of required data and information to the County. The DB Operator/contractor shall then meet with County staff to determine the specific material to be reviewed. Collect and review all relevant drawings, easements and preliminary alignments done for and/or by the County. All requests should be submitted well in advance of the dates that data are needed.

2.2 Control of Documents

All County documents provided to the DB Operator/contractor or their sub-contractors for their use shall be maintained within the US offices of contractor. No documents provided to the contractor by the County or developed by DB Operator/contractor as part of this project shall be transported outside of the United States by hard copy or electronic means.

2.3 Evaluation

The DB Operator/contractor shall evaluate all relevant data and make recommendations for additional data to be collected to complete projects.

Task III Prepare Detailed Construction Plans and Specifications

The DB Operator/contractor's design task shall include the following:

3.1 Field Investigation

DB Operator/contractor shall, as required, meet individual project scope complete topographic field investigations to obtain detailed site requirements, including topographic surveys to determine existing structure and piping locations.

3.2 Geotechnical Investigation

Soil borings have not been completed and are the responsibility of the DB Operator/contractor.

3.3 Prepare Preliminary Design Drawings

Prepare preliminary design drawings for review and approval by County staff, the Delaware County Building Department and utility approving personnel.

3.4 Prepare Detailed Construction Plans and Specifications

The DB Operator/contractor is responsible for the preparation of detailed construction plans and specifications. Detailed design shall include the following elements as applicable; Civil, Structural, Electrical, Process, Traffic Control, Roadway, and Storm Water. Each set shall be complete as to plans and specifications. The detailed construction plans shall be in accordance with the Ohio Building codes and Ohio EPA Transfer Station regulations. Finals Construction Plans are to be prepared in AutoCAD format with X,Y,Z coordinates for all appurtenances. The Contractor shall submit them on CD ROM media, readable by Auto CAD, version 2010 or later version.

3.5 Obtain Appropriate Approvals

The DB Operator\contractor shall coordinate and obtain approvals with all appropriate governmental and public utility authorities, specifically DCRSD, Natural Gas, and Electrical suppliers prior to the completion of detailed construction plans.

The Delaware County Building Department will review all plans and issue all appropriate construction permits. Delaware County staff will provide final approval of all construction and plans.

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The OEPA must review pertinent plans and provide approvals as necessary in accordance with 3745-555-200,210,215,216. The DB Operator/contractor must obtain appropriate OEPA permit approvals.

Scale(s) must meet industry standards for accuracy and calibration. Scales(s) must be capable of being calibrated to pass inspection by the Delaware County Auditor and the state of Ohio.

Task IV Operator/Contractor During Construction

4.1 Participate in Preconstruction meeting

DB Operator/contractor and/or their project manager will participate in all Preconstruction and construction meetings.

4.2 Attend Progress Meetings

Attend weekly or biweekly progress meetings, as project requires, with the County inspector to address any issues with respect to the design and contract documents. Prepare and distribute written minutes of the meeting.

4.3 Shop Drawings, Test Reports, Etc.

Submit and gain County representation approval of shop drawings, operation and Maintenance Manual Production and test reports from testing laboratories and other such documents and other such documents as appropriate.

4.4 Perform Construction Staking of Base Lines and Bench Marks

Perform construction staking consisting of base lines with offsets, bench marks and easement and property boundaries for the construction of the project. All construction staking is to be tied to existing monuments for property lines and right of ways. All ties shall be shown on construction drawings using state plane coordinates NAD 83 for project control points.

4.5 Building construction

The DB Operator/contractor shall manage and perform the construction of the TRC in compliance with all applicable codes, and safety regulations. The TRC will be completed in accordance with this scope document, as well as all approved detailed design documents with approved Shop Drawings. All Quality Control Testing will be included in the Design/Build plans including, but not limited to Concrete and Compaction testing certified by a third-party testing firm. The third-party firm will be under contract with Delaware County for this project, it is the responsibility of the DB to coordinate all testing as outlined in the final specs and drawings.

4.6 Prepare "Construction Record" Drawings

Prepare Electronic record drawings. Record Drawings will be corrected to accurately reflect all modifications made in the field. Mylar plots and digital files of the final drawings shall be provided to the County.

3.7 Subcontracts Awarded by Design-Builder; Self-Performed Work

The Design-Builder shall establish and follow prequalification criteria in accordance with R.C. 153.502. All subcontracts to be awarded by the Design-Builder shall be in the form required by applicable Ohio law and shall be submitted to the County for acceptance or rejection. If the Design-Builder intends to self-perform any work, the Design-Builder shall first seek permission from the County and shall submit a sealed bid for such work prior to accepting and opening bids from any subcontractor.

Task V Facility Start-up and Project Closeout

5.1 TRC Center Start-Up

The DB Operator/contractor will be responsible for acceptable TRC Start-Up and operational testing. Any deficiencies discovered shall be immediately repaired to the satisfaction of the County. Third party commissioning is not required but DB Operator/contractor is required to verify operations with County staff.

5.2 Project Closeout

The DB Operator/contractor will provide final certification for all materials and labor on the project in the form of Release of Liens, as well as Affidavits of Contractor and subcontractors. The operational and maintenance training shall be completed for County staff. Final permits for operation of the facility shall be obtained and submitted to the County.

IV. OPERATION REQUIREMENTS

A. Solid Waste Characteristics

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The solid waste to be transferred and disposed at the current Transfer Station is primarily MSW from urban/suburban, commercial, and industrial community. This includes solid waste generated in private households and therefore may include broken furniture, roofing, privately generated construction and demolition debris and other solid wastes typically generated in suburban and urban residential areas.

Construction and Demolition Debris (CD&D), Scrap Tires and source separated recyclables may also be delivered to the transfer station for transfer, recycling, and disposal.

The solid wastes that are to be transferred, recycled, and disposed of under the terms of this specification shall not include those covered by special waste disposal permits such as pathogenic or hazardous materials. The County will attempt to ensure that these types of waste are not accepted, but it cannot provide absolute guarantee.

All source separated recyclables received by the facility must be outlined in the proposal. All source separated recyclables delivered to facility, as identified in the proposal, must be transferred to a MRF or recycling processor to be recycled.

MSW is as defined by OEPA and ORC 3734 and OAC 3745. CD&D is as defined by OEPA in ORC 3734 and OAC 3745. Scrap Tires is as defined by OEPA in ORC 3734 and OAC 3745.

B. Required Operation

The Operator shall operate and maintain the TRC, provide hauling services to the disposal site and a Material Recovery Facility (MRF). The Operator shall provide disposal and recycling services for the period of this agreement. The Operator will provide administrative control of the TRC including control and type of waste to be accepted at the TRC (within the Parameters of the contract) and the collection of the tipping fees as established by the TRC gate rates.

The operator shall haul away the waste from the TRC on a timely basis as required by OEPA regulatory requirements to the disposal facility. The Operator must guarantee disposal and recycling capacity for the solid waste defined herein.

The contractor shall provide all vehicles, equipment, materials, labor and permits necessary to operate and maintain the TRC, haul solid wastes to a disposal site and MRF, and provide a reliable means to dispose and recycle waste.

The Operator will operate the TRC in compliance with all state and federal laws and regulations, including but not limited to United States Environmental Protection Agency (USEPA), OEPA, and Delaware County Board of Health. The Operator will permit the County and its agents to make inspections of the TRC and will cooperate with local fire department in establishing emergency response procedures.

The Operator shall also provide hauling and disposal of solid wastes in compliance with all Federal, State, and local laws and regulations.

Operator will provide services on a first come first serve basis.

Operator shall have a common form and an electronic web-based system available to all users, so they might be able to comment on the service and general state of the TRC. All customer responses shall be provided to the County. The County will approve of all customer feedback forms and systems.

Operator is responsible for all Permits to install and operate and other permits to maintain the TRC.

The County does not and will not guarantee a minimum or maximum volume of solid waste nor guarantee any specific customers or communities to utilize the facility. The TRC is a public facility that will accept solid waste and recycling from all residents, businesses, cities, townships, and all other institutions who have generated waste inside the boundaries of the State of Ohio. No out-of-state waste may be accepted at the TRC.

C. Delivery and Acceptance of Wastes

The Operator shall accept without discrimination at the TRC for transfer, transportation, and ultimate disposal all MSW, source separated recycling, and CD&D delivered to the facility.

The Operator shall accept and recycle all white goods (appliances) and tires. Removal and recycling of CFC will be included in the charge.

Operator shall have the right to deny access to the TRC to any firm, person, or corporation who has failed to comply with operating practices, make payment of fees, or comply with applicable rules and regulations. Denial of services by the Operator will be immediately reported to the County.

D. Ownership

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Under terms of the Contract, title to MSW, Source Separated Recycling and CD&D shall pass to the contractor when removed from the vehicle at the TRC. The Operator is responsible for the proper loading, transportation, disposal, and recycling of such material as defined in the contract documents.

E. Required Equipment

The Operator will provide all equipment to handle the operation of the TRC in a timely manner. The DB needs to include with its design, a complete list of equipment planned for the TRC. The Operator must use tarps on transfer trailers or boxes and/or a combination of both. If waste flows increase, Operator will be required to provide additional equipment to handle peak waste flows at no additional cost to the County.

Scales: Capable of accurately measuring the tonnage hauled into the TRC. Scale shall be capable of handling all type of vehicles using the TRC to transfer solid waste and recyclables to the tipping floor. This includes, but is not limited to, passenger cars, pickup trucks, and solid waste route collection vehicles.

Scales must be capable of being calibrated to pass inspection by The Delaware County Auditor and the State of Ohio. Scales must be equipped with computer software package capable of meeting specifications as delineated in the contract documents.

Sufficient auxiliary equipment or parts shall be made available to permit continued operation in the event of equipment breakdown or increases in volume of material and collection of tipping fees.

Operator is required to secure all necessary State and Federal permits for transportation of waste from the TRC.

F. Hours of Operation

The Operator shall have the TRC open Monday thru Friday 8am to 4:30pm and Saturday 8am to 12pm at a minimum. Operator should provide expected hours of operation to the county prior to start-up of the TRC. Extended hours beyond the minimum is allowable with prior approval from the County. The Operator must get approval from the County regarding any activities that may impact the TRC operations. At the end of each day, all areas of the TRC shall be clear of all refuse and recyclables including but not limited to the tipping floor, driveways, and tunnel. If the TRC is an enclosed facility, the operator may store materials provided they comply with all OEPA and Delaware Health Department regulations. The County shall have access to the TRC for structural maintenance or other needs Monday through Sunday, 24 hours per day. Under no circumstances shall the Operator have less than the minimum hours specified herein unless approved by the County. Premature closure of the facility may be used by the County as cause for termination of the contract as it will be viewed as unprofessional operation of the facility. The operator will credit the County for lost revenue over the portion of time the TRC is prematurely closed outside specified operation.

G. Holidays

The following shall be holidays for purposes of the Contract:

- New Year's Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

The Operator must observe the above-mentioned holidays by suspension of operations at the TRC on those days. The facility must be open to receive MSW and recyclables on all other days. The Operator may request approval from the County to operate the TRC on the above-mentioned holidays.

H. Maintenance of Facility

The County reserves the right to perform inspections of the TRC at any time provided a 24 hour notice is given to the operator. The inspections can be performed on all areas of the TRC. The County will make every effort to conduct inspections with minimal impact on the operation and may perform inspections after or before normal hours of operation.

The operation of the TRC, in addition to the handling of solid wastes and recyclables, includes the operation, maintenance and repair of all equipment; the general maintenance and repair of all buildings, tipping floor, driveways, fencing, drains, and lighting and the maintenance and grounds of the TRC area. The Operator will be responsible for the normal repairs to the facility.

Entrances to the TRC must be maintained in good condition. All access roads to the scales and unloading area shall be maintained in good condition and passable during all seasons, regardless of weather conditions.

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Damage to the facility, including but not limited to the tipping floor, building and roads, due to negligence of the Operator shall be the Operator's responsibility to repair. Such repair shall be made within 30 days of written notice of the need thereof, unless otherwise agreed in writing by the County. The Operator shall present a letter of credit in the estimated amount of the repairs as to guarantee the repairs. Estimates for repairs will be performed by the Operator and approved by the County prior to any action. Operator will report all damage to the TRC immediately to the County.

The Operator shall maintain permanent fences, and take such measures as may be necessary, to control the blowing of paper and other materials from the TRC, and to provide security of the TRC.

The Operator shall maintain the entrance road and pavements within the TRC campus. Maintenance of pavements includes the filling of potholes with the same material used to first construct the pavement. Also, includes deicing, plowing and blowing of snow, and general cleaning. County will determine when a repair of pavement is no longer needed, and the damaged pavement needs replaced in whole.

I. Transfer and Recycling Center Repairs

From time to time repairs and improvements may be necessary on the facility. All repairs are the responsibility of the Operator. The Operator will propose the repairs and the impact on the operation for approval to proceed from the County. For significant repairs or improvements to the TRC the County must be notified by the operator immediately. The County reserves the exclusive right to authorize the closure of the facility or restrict the amount of MSW received to make all necessary and required repairs to the TRC. The County may require the TRC to be in operation and accept MSW and recyclables while any repairs are being performed to the extent not prohibited or limited by said repairs. The Operator will be required to accommodate the change in volume and operation needs that may arise because of any work. All temporary improvements necessary to complete the repairs shall be the responsibility of the Operator. If the County requires the TRC to be in operation during construction, the Operator shall accommodate all construction activities during the normal working hours and maintain the operation of the facility during proposed construction.

Throughout the first term of this contract, the Operator will remain liable and responsible for the repair and/or replacement of any on-site fixtures, including the tipping floor and any structure needed for compliance with the environmental laws and regulations of the State of Ohio and any structural repairs for the continuation of a transfer station license. The Operator agrees to repair or replace any element of the site required for compliance with OEPA rules or regulations or solid waste management rules and regulations, whether local, state or federal. Should structures need repair or replacement, the Operator will do so promptly upon notice by the County or governmental entity that such repair or replacement is required.

At the conclusion of the first term, significant repairs because of normal usage and or upgrades will be negotiated and agreed upon prior to exercising subsequent option years.

J. Use of Subcontractors

The Operator, in its sole discretion, may employ subcontractors for the performance of any of the work associated with the operation of the TRC upon completion of construction and required to be performed by the Operator under the Contract Documents. Said subcontractor, shall need prior approval by the County, provided however that said approval shall not be unreasonably withheld.

K. Administrative Requirements

The Operator shall designate a TRC supervisor who shall be responsible for the day to day communication with the County and the operation of the facilities. The Operator shall have a designated responsible person in charge during the hours that the TRC is open for receipt and transfer of MSW and recyclables.

The TRC shall be equipped with a listed telephone number. The Operator shall provide an answering system that announces the name and address of the facility, hours of operation and gate rates. The answering system shall be operating 24 hours per day and 7 days per week. The County may provide additional information to be provided on the announcement. The Operator is responsible for all permits, licenses, and charges for utility services utilized by the operator in connection with its operation.

The Operator shall carry on the operation and maintain the TRC during all disputes or disagreements with the County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the operator and County may otherwise agree in writing.

The County may authorize minor changes in the operation not involving an adjustment in the Contract Price or the Contract term, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the County, and also on the Operator who shall perform the change promptly. If the Operator believes that a Field Order justifies an increase in the contract Price, the operator may make a claim therefor.

The Operator will be responsible for all the violations related to operations, recycling and/or disposal of MSW.

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More than three (3) violations per year will be considered by the County to be an operation in an “unworkmanlike” or “unprofessional manner” and in violation of the Contract Documents.

J. Wage Rates

The Operator shall comply with the applicable regulations of the Ohio Department of Labor and the United States Department of Labor.

K. Operations Meetings

The Operator (site superintendent and area manager) shall attend periodic meetings for discussing the operations of the TRC. These meetings shall be held as determined by the County. The proceedings of the meetings will be recorded by the County and a copy of the meeting minutes will be subsequently furnished to the Operator.

L. Tipping Fees

The Public gate rate per ton will be posted at the scale house. The Operator will post the gate rate and all pass thru fees detailed out in a conspicuous location. The Operator can utilize the TRC for all internal transfers of MSW and recycling provided all applicable fees are paid and can negotiate rates lower than the public gate rate for specific customers.

The Operator is responsible to collect and remit all local and state fees on solid waste.

The Operator is expected to comply with all laws of the state of Ohio.

The tipping fees (gate rates are set per the agreement and shall be firm for the term of the contract), except as explained below. The Operator will be responsible for collecting the total tipping fees on a per ton basis. The total tipping fees are determined by adding together the disposal or recycling rate and pass thru fees as well as the County Surcharge. Pass-through fees are local, and state fees, including out-of-district fees, district fees and host community fee. The Operator may increase that portion of the tipping fee which is attributable to the pass-through fees not in existence at the time of this agreement or any increases in pass-thru-fees. Any reduction in pass-thru fees during the term of the contract must be passed back to the County and the gate rate reduced by the amount of the pass thru reduction.

The transload rate will be available to governmental entities as authorized by the County. Only governmental entities or their contracted hauler with a tonnage of 10,000 tons or more annually may be authorized to use the transload service. The entity (or it's contracted hauler) using the transload rate will deliver MSW or recycling to the TRC and the Operator will load the entities transfer trailers. The participating governmental entity or their hauler is responsible for paying for transportation and disposal or recycling fees and will contract for those services independent of the delivery of the material to the TRC. The transload per ton fee is only for the utilization of the TRC and the loading of the governmental entity or their contracted hauler trailers. The transload rate will also be available to governmental residential consortiums with an aggregate volume delivered to the TRC of 10,000 or more tons annually. Operator is responsible for collecting all pass thru fees for transloaded material.

A \$3.50/per ton surcharge (County Surcharge) will be placed on the aggregate of all tons delivered to the TRC. However, the County Surcharge will be \$0 for source separated recyclable materials that are delivered to the facility at a zero public gate rate tipping fee. The Operators internal transfer of the same recyclables would have a \$0 surcharge also. The Operator must describe in detail all recyclables to be received at a \$0 tipping fee in the contract. In addition, all source separated recyclables received by the facility must be outlined in the proposal. All source separated recyclables delivered to facility, as identified in the proposal, must be transferred to a MRF or recycling processor to be recycled. The Operator will pay the County Surcharge for all MSW tonnage received each month to the County by the (10th) day of the following month. A late fee of 10% will be assessed if not paid by the deadline. The County reserves the right to increase or decrease the County Surcharge at the conclusion of each five year agreement increment. The county will provide notice of such increase 90 days in advance and operator will adjust the gate rate accordingly.

If the operator proposes a recycling index or adjustment method to adjust the cost for recycling either up or down consistent with market changes, the Operator shall provide the County at least 60 business days-notice of the proposed change in recycling rates prior to the implementation of the increase or decrease to TRC customers. Such changes in the recycling gate rate can be made annually. Any recycling index or adjustment method must include elements of commodity pricing indexes that are used on the open market.

If the operator proposes a fuel index or adjustment method to adjust the fuel cost for recycling and/or MSW gate rates either up or down consistent with market changes, the Operator shall provide the County at least 60 business days-notice of the proposed change in recycling rates prior to the implementation of the increase or decrease to TRC customers. Such changes in the recycling or MSW gate rate can be made annually. Any fuel index or adjustment method must include elements of fuel pricing indexes that are used on the open market and distance for each material.

All customers of the TRC will be charged by the ton. The County reserves the right to allow customers to be

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charged by the cubic yard. A minimum charge shall be levied on all MSW and/or CD&D that is delivered to the TRC. The minimum charge will be set by the contract. Conversion of cubic yards to tons will be done in accordance with applicable industry standards and state law.

The Operator shall maintain appropriate books and records from which the County can determine the daily tonnage of MSW and recyclables delivered to the TRC and transported from the TRC to the disposal or recycling facilities. The operator shall provide full access to such information, records and data bases to the County at all times. These records must also include documentation regarding all appropriate payments of pass through fees.

M. Receipt Tickets

The operator shall provide a standard computer package for processing solid waste and recycling receipt tickets and recording data to measure the tonnage of MSW delivered to the disposal sites, MRFs, and received by the TRC on a daily basis. The Operator shall provide tickets approved for use by the County for such records. The tickets shall indicate the name of the customer, vehicle identification, route number, waste generation point, tons of MSW delivered, date of delivery, the name of the scale clerk, and any other information that the County may require (including but not limited to, monthly reports showing the solid waste tonnage from each sector of the County and/or DKMM/County, and regulatory inspections). The County prefers either a picture of all scale transactions or video of all transactions.

The receipt tickets should be in at least four copies distributed as follows:

- 1) To Driver
- 2) Retained by County (County prefers electronic copies provided monthly.)
- 3) To Operator
- 4) To Operator for billing

The computer system must be capable of generating electronic files of all transactions for the County’s use and shall be compatible with County’s existing computer system.

Moreover, direct terminal access to all data is preferred. The County requires computer access to the TRC data base to run operation reports to determine volume of materials by type, number of customers, and fees collected.

N. Inspection

The Operator must, if requested, allow County representatives to visit the TRC and/or the disposal site and MRF that is accepting County MSW and recyclables. County shall have full access to the TRC at the times it deems necessary.

O. Rules and Regulations

The Operator is responsible for being familiar with and must comply with the rules and regulations made by the County, State, and Local Board of Health pursuant to Chapter 343 of the Ohio Revised Code for the Construction, maintenance, protection, use of MSW collection and disposal, refuse recycling, and resource recovery facilities in effect, as well as other laws, rules and regulations affecting the operations of a landfill, MRF, or other disposal facility.

Substantial changes in existing Federal, State, and/or local laws may be cause for termination of the contract by the County.

P. Contract Exit Plan

The Operator is responsible for preparing an implementation plan for the exit of the facility for all equipment, supplies and administrative items. The implementation plan shall be provided as a part of the RFP submission. The County retains all ownership of the facility structure and surrounding infrastructure. All materials, supplies and equipment provided by the Contractor shall be removed unless a separate agreement was obtained between the County and the Contractor. The plan for removal must allow for a transitional period with any new Contractor or County operator.

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

13

RESOLUTION NO. 20-1165

IN THE MATTER OF DECLARING NECESSITY TO IMPROVE TOWNSHIP ROAD NUMBER 109 BIG WALNUT ROAD, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH STRUCTUREPOINT, INC., FOR THE PROJECT KNOWN AS DEL-109/TR 106-2.81, BIG WALNUT ROAD AT S. OLD 3C AND TUSSIC STREET:

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

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

WHEREAS, the County Engineer has determined that Township Road Number 109, Big Walnut Road at Old 3C and Tussic Street requires improvements to include the upgrade of Big Walnut/South Old 3C (#1) and Big Walnut/Tussic Street (#2) intersections to traffic signals or modern roundabouts; non-traditional design such as a “peanut” considered for intersection #1; minor widening of Tussic Street north of Big Walnut consisting of pavement reconstruction or rehabilitation with curb and gutter and drainage improvements; and extension of sidewalk on the west side of Tussic Street south to Totten Springs Drive (collectively, the “Improvement”); and

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

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT
DEL-TR109/TR106-2.81 Big Walnut Road at South Old 3C and Tussic Street**

This Agreement is made and entered into this 21st day of December, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Structurepoint, Inc., 2550 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide professional design services (the “Services”) in connection with the following improvement: DEL-TR109/TR106-2.81 ~ Big Walnut Road / Tussic Street intersection improvements (the “Project”). The Project consists of intersection improvements along Big Walnut Road and South Old 3C Hwy and Tussic Street along with widening of Tussic Street north of Big Walnut Road.

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 The Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Scope of Services and Price Proposal, dated December 7, 2020

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

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4 FEES AND REIMBURSABLE EXPENSES

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

5 NOTICES

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

Project Manager:

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

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Walid E. Gemayel

Address of Firm: 2550 Corporate Exchange Drive, Suite 300

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-901-2235

Email: wgemayel@structurepoint.com

6 PAYMENT

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

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

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

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- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant

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will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of

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the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

14.12 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

14.13 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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

14.15 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

**14
RESOLUTION NO. 20-1166**

IN THE MATTER OF DECLARING NECESSITY TO IMPROVE COUNTY ROAD 123, HYATTS ROAD, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR THE PROJECT KNOWN AS DEL-CR123-1.30 – HYATTS ROAD IMPROVEMENTS:

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

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

WHEREAS, the County Engineer has determined that Township Road Number 123, Hyatts Road, requires improvements to include minor widening for a uniform three-lane section from Steitz Road to Sawmill Parkway and open-ditch and/or modified open ditches with storm sewers (collectively, the “Improvement”); and

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

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR123-1.30 ~ Hyatts Road Improvements
Contract #E1902**

This Agreement is made and entered into this 21st day of December, 2020, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **Kimley-Horn and Associates, Inc.**, 2400 Corporate Exchange Drive, Suite 120, Columbus, Ohio 43231, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Hyatts Road Improvements (DEL-CR123-1.30, PID 1902), consisting of minor widening for a uniform three-lane section along Hyatts Road from Steitz Road to Sawmill Parkway, with such professional design services including the preparation of construction and right of way plans (the “Services”).

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 The Services shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:

1.3.1 Scope of Services last revised: December 7, 2020

1.3.2 Fee Proposal last revised: November 24, 2020

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all Services described in the Scope of Services and Fee Proposal as “Basic Services,” the lump sum fee shall be **\$308,815.00**.
 - b. For all Services described in the Scope of Services and Fee Proposal as “If Authorized Services,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$36,449.00**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$345,264.00** without a subsequent written modification signed by both Parties.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Scope of Services.

5 NOTICES

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

County Engineer:

Name: Delaware County Engineer
Attn: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kimley-Horn and Associates, Inc.
Perry Morgan, P.E.

Address of Firm: 2400 Corporate Exchange Drive, Suite 120

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-454-6699

Email: Perry.Morgan@kimley-horn.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request

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additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the Services by December 31, 2022.

7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect unless and until approved in a writing signed by both Parties.

10 OWNERSHIP

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

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

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

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

12 INDEMNIFICATION

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

13 INSURANCE

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- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons,

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premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.

- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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

- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

15

RESOLUTION NO. 20-1167

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR THE COURTYARDS AT CLEAR CREEK SECTION 2, PHASES A & B; THE COVE AT EVANS FARM; EVANS FARM SECTION 2, PHASE B; AND EVANS FARM SECTION 2, PHASE C:

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

The Courtyards at Clear Creek Section 2, Phases A & B

WHEREAS, Epcon Clear Creek, LLC, has submitted the Plat of Subdivision (“Plat”) for The Courtyards at Clear Creek Section 2, Phases A & B, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

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 6, 2020; and

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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 8, 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 December 7, 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 December 18, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of The Courtyards at Clear Creek Section 2, Phases A & B:

The Courtyards at Clear Creek Section 2, Phases A & B

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 6, Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 17.995 acres of land more or less, said 17.995 acres being comprised of a part of that tract of land conveyed to Epcon Clear Creek, LLC, by deed of record in Official Record 1632, Page 2584, and all of that tract of land conveyed to Epcon Clear Creek, LLC by deed of record in Official Record 1632, Page 2590, Recorder's Office, Delaware County, Ohio. Cost: \$144.

The Cove at Evans Farm

WHEREAS, BZ Evans, LLC, has submitted the Plat of Subdivision ("Plat") for The Cove at Evans Farm, including related development plans ("Plans"), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 22, 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 26, 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 November 10, 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 December 7, 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 December 18, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of The Cove at Evans Farm:

The Cove at Evans Farm

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 18, Section 2, Township 3, Range 18, United States Military Lands, being all of that original 21.788 acre tract conveyed to BZ Evans, LLC of record in Official Record 1687, Page 2705, being of record in the Recorder's Office, Delaware County, Ohio. Cost: \$3.

Evans Farm Section 2, Phase B

WHEREAS, Evans Farm Land Development Company, LLC, has submitted the Plat of Subdivision ("Plat") for Evans Farm Section 2, Phase B, including related development plans ("Plans"), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 16, 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 November 16, 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 December 7, 2020; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware

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County Engineering and Surveying Standards and approved said Plat on December 7, 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 December 18, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Evans Farm Section 2, Phase B:

Evans Farm Section 2, Phase B

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 15, Section 2, Township 3, Range 18, United States Military District and being part of a 42.630 acre tract of land conveyed to Evans Farm Land Development Company, LLC by deed of record in Official Record 1427, Page 1899 of the Delaware County Recorder’s Office. Cost: \$72.

Evans Farm Section 2, Phase C

WHEREAS, Evans Farm Land Development Company, LLC, has submitted the Plat of Subdivision (“Plat”) for Evans Farm Section 2, Phase C, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 16, 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 November 16, 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 December 7, 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 December 7, 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 December 18, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Evans Farm Section 2, Phase C:

Evans Farm Section 2, Phase C

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 15, Section 2, Township 3, Range 18, United States Military District and being part of a 42.630 acre tract of land conveyed to Evans Farm Land Development Company, LLC by deed of record in Official Record 1427, Page 1899 of the Delaware County Recorder’s Office. Cost: \$54.

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

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RESOLUTION NO. 20-1168

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2021 DRAINAGE MAINTENANCE ANNUAL CONTRACT:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the 2021 Drainage Maintenance Annual Contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the 2021 Drainage Maintenance Annual Contract:

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 26, 2021, at which time they will be publicly received and read aloud, for the project known as

2021 Drainage Maintenance Annual Contract

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

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

The prices of this contract shall be in effect from February 8, 2020 to December 31, 2021. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing with the Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:
January 8, 2021

**SPECIFICATIONS
2021 Drainage Maintenance
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform construction of agricultural drainage improvements including swales, ditches, subsurface tile repairs, and seeding and mulching operations at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

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

The following are NRCS Specifications for the appropriate line items.

582 Open Channel

https://efotg.sc.gov.usda.gov/references/public/OH/OH_582_OpenChan_11-12-14.pdf

606 Subsurface Drain

https://efotg.sc.gov.usda.gov/references/public/OH/OH_Subsurface_Drain_606_1-31-14.pdf

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608 Surface Drain

https://efotg.sc.egov.usda.gov/references/public/OH/Surface_Drainage_Main_or_Lateral_608.pdf

326 Clearing and Snagging

https://efotg.sc.egov.usda.gov/api/CPSFile/19896/326_OH_CPS_Clearing_and_Snagging_2017

MINIMUM QUANTITIES

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

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

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

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

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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RESOLUTION NO. 20-1169

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

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

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

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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
UT20-0229	Columbia Gas	North Old State Road	Install gas main in ROW
UT20-0230	AEP	Various Roads	Routine Maintenance
UT20-0231	Suburban Natural Gas	Berlin Manor	Install gas main
UT20-0232	Spectrum	North Old State Road	Place cable in ROW
UT20-0233	Zaya Group	Greif Parkway	Install fiber optic cable
UT20-0234	Spectrum	Big Walnut Road	Place cable in ROW
UT20-0235	Spectrum	Clark Shaw Road	Place cable in ROW

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

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RESOLUTION NO. 20-1170

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR PIATT PRESERVE SECTION 1, PHASE A; PIATT PRESERVE SECTION 1, PHASE B; AND VILLAS AT OLD HARBOR WEST

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Piatt Preserve Section 1, Phase A; Piatt Preserve Section 1, Phase B; and Villas at Old Harbor West;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Piatt Preserve Section 1, Phase A; Piatt Preserve Section 1, Phase B; and Villas at Old Harbor West:

Piatt Preserve Section 1, Phase A

OWNER’S AGREEMENT
PROJECT NUMBER: 20032

THIS AGREEMENT, executed on this 21st day of December, 2020 between **D.R. HORTON-INDIANA, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Piatt Preserve Section 1, Phase A**, further identified as Project Number 20032 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 2 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**.

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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-TWO THOUSAND DOLLARS (\$32,000)** 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.

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 here.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$784,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 78,500
INSPECTION FEE DEPOSIT	\$ 32,000

Piatt Preserve Section 1, Phase B

OWNER'S AGREEMENT
PROJECT NUMBER: 20081

THIS AGREEMENT, executed on this 21st day of December, 2020 between **D.R. HORTON-INDIANA, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Piatt Preserve Section 1, Phase B**, further identified as Project Number 20081 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.

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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 2 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-FOUR THOUSAND DOLLARS (\$34,000)** 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.

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 here.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,134,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 113,500
INSPECTION FEE DEPOSIT	\$ 34,000

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**OWNER'S AGREEMENT
PROJECT NUMBER: 9073**

THIS AGREEMENT, executed on this 21st day of December, 2020 between **3 PILLAR HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY Villas at Old Harbor West**, further identified as Project Number 0-73is 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 2 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.

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**.

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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 here.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$374,600
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 37,500
INSPECTION FEE DEPOSIT	\$ 30,000

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

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RESOLUTION NO. 20-1171

IN THE MATTER OF APPROVING THE AMENDED DITCH MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR EVANS FARM SECTION 2, PHASE A (PARTS I AND II); PHASE B; PHASE C; AND PHASE D (PARTS I AND II):

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

WHEREAS, on August 24, 2020, a Ditch Maintenance Petition for Evans Farm Section 2, Phase A, Parts 1 and 2; Phase B; Phase C; and Phase D (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”) and approved in Resolution No. 20-763; and

WHEREAS, the Petition set forth the drainage improvements that have been or will be constructed within Evans Farm Section 2, Phase A, Parts 1 and 2; Phase B; Phase C; and Phase D located off of Piatt Road in Orange Township; and

WHEREAS, the petitioners have changed the distribution of the number of lots within Evans Farm Section 2A, Phases A (Parts I and II), B, C and D (Part I and II) and request an amendment to the Petition approved in Resolution No. 20-763; 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, as amended, 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, as amended, 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 amended Petition, as follows:

The cost of the drainage improvements is \$1,307,694.44 for Section 2, Phase A, Parts 1 and 2; Phase B; Phase C; and Phase D (Parts I and II) for the benefit of the lots being created in this subdivision. 126 lots (total all phases) are being created in this plat 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 \$10,378.53 per lot. An annual maintenance fee equal to 2% of this basis (\$207.57) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in Section 2, Phase A, Part 1 (26 lots) in the amount of \$5,396.82 has been paid to Delaware County, receipt of which is hereby acknowledged.

- Future Assessments to be paid at time of platting of each phase:
- Section 2, Phase A, Part 2 (29 Lots) \$6,019.53
- Section 2, Phase B (24 Lots) \$4,981.68
- Section 2, Phase C (18 Lots) \$3,736.26

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Section 2, Phase D-I (17 Lots) \$3,528.69
Section 2, Phase D-II (12 Lots) \$2,490.84

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

20

RESOLUTION NO. 20-1172

IN THE MATTER OF APPROVING AN AGREEMENT WITH COUNTY ENGINEER CHRIS BAUSERMAN TO PERFORM THE DUTIES OF THE POSITION OF COUNTY DRAINAGE ENGINEER:

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

WHEREAS, on December 27, 2001, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 01-1540, establishing a Stormwater Management District under the provisions of Chapter 6117 of the Revised Code, for the purpose of complying with the EPA’s Phase II stormwater regulations, and appointing the County Engineer as County Drainage Engineer; and

WHEREAS, pursuant to section 315.14 of the Revised Code, the Board may enter into an agreement with the County Engineer for the County Engineer to perform the duties described in Chapter 6117 of the Revised Code in relation to drainage; and

WHEREAS, Chris Bauserman was re-elected to the office of Delaware County Engineer for a four-year term commencing January 4, 2021;

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

Section 1. The Board hereby approves the following agreement with County Engineer Chris Bauserman to perform the duties of the position of County Drainage Engineer:

AGREEMENT PURSUANT TO R.C. 315.14

This Agreement is entered into on December 21, 2020, by and between the Delaware County Board of Commissioners and the Delaware County Engineer, for the purpose of the Delaware County Engineer performing the duties described in Chapter 6117 of the Revised Code in relation to drainage, pursuant to section 315.14 of the Revised Code.

The Delaware County Engineer shall perform the duties described in Chapter 6117 of the Revised Code in relation to drainage and serve as the Delaware County Drainage Engineer. As the annual compensation for performing the duties of the position of Delaware County Drainage Engineer, the Delaware County Engineer shall be paid twenty percent (20%) of the salary of the Delaware County Engineer as specified in section 325.14 of the Revised Code. This Agreement shall be effective January 4, 2021, and shall continue in effect for the four-year term of the Delaware County Engineer.

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Engineer and the Delaware County Auditor.

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

21

RESOLUTION NO. 20-1173

IN THE MATTER OF APPROVING THE REPAYMENT OF AN ADVANCE OF FUNDS AND THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS FOR THE YEAR 2020, APPROVING SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF APPROPRIATIONS AND TRANSFER OF FUNDS TO FUND 294:

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

WHEREAS, the general fund advanced \$2,150,000.00 to the S Old State Road Improvement fund; and

WHEREAS, the grant is completed and the grant monies are available to repay the general fund a part of the advance; and

WHEREAS, in previous years advances from the general fund were made to various funds; and

WHEREAS, these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2021; and

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WHEREAS, these dollars are expected to be repaid to the general fund in the year 2021;

NOW, THEREFORE, BE IT RESOLVED to repay the General Fund \$583,671.70, continue \$666,328.30 of the advance and reclassify the amount of \$900,000.00 as a transfer of funds, and that the listed advances be carried over to the year 2021:

Repayment of Prior Year Advance

From	To	
29440431-8501	10040421-8401	583,671.70
S Old State Rd Improvement/Prior Year Advances Out	Road & Bridge Projects/Prior Year Advances In	

Continuation of Advances

29440431	S Old State Rd Improvement	666,328.30
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Supplemental Appropriation

29440431-5801	S Old State Rd Improvement/Interfund Cash Transfer	900,000.00
44311437-5420	Slate Ridge Redev Tax Equiv Fd/Road Construction	350,000.00

Transfer of Appropriation

From	To	
10040421-5325	10040421-5420	365,000.00
Road & Bridge Projects/Maintenance Contracts	Road & Bridge Projects/Road Construction	
29214009-5285	29214009-5325	145,000.00
Motor & Gas Operations/Salt	Motor & Gas Operations/Maintenance Contracts	
29214009-5285	29214009-5410	205,000.00
Motor & Gas Operations/Salt	Motor & Gas Operations/Building & Improvements	

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

22

RESOLUTION NO. 20-1174

IN THE MATTER OF APPROVING A PROJECT AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE GRAPHICS WAY EXTENSION

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

WHEREAS, the Engineer recommends approving a project agreement by and between the Delaware County Board of Commissioners and the Delaware County Transportation Improvement District for the Graphics Way Extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the project agreement by and between the Delaware County Board of Commissioners and the Delaware County Transportation Improvement District for the Graphics Way Extension:

**PROJECT AGREEMENT
BY AND BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
FOR THE GRAPHICS WAY EXTENSION**

AGREEMENT #2020-08 (TID 4/8/2020)

This Agreement is made and entered into this 21st day of December, 2020, by and between the Delaware County Board of Commissioners (hereinafter the "Commissioners") and the Board of Trustees of the Delaware County Transportation Improvement District (hereinafter the "TID"), hereinafter referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH:

WHEREAS, the Commissioners and the TID approved a Master Intergovernmental Agreement Regarding Cooperation on Transportation Projects ("Master Agreement") by Commissioners Resolution No. 18-1374 and by TID Resolution 2018-05; and

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WHEREAS, the Parties find that there is a reasonable necessity and benefit to the public to jointly undertake the Project described herein, pursuant to, inter alia, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:

Article 1.

Section 1.1. For the purposes of this Agreement, the "Project" shall include the following infrastructure in general conformance with the construction plans on file with the County Engineer: DEL-TR808, Graphics Way Extension, Orange Township

Article 2. RESPONSIBILITIES OF THE COMMISSIONERS

Section 2.1. The Commissioners have already or, where necessary, shall (a) perform all necessary actions to enact appropriate legislation for the required road; (b) in cooperation with the County Engineer, acquire all necessary land, permits, agreements and rights of way required to construct the Project and prepare all necessary surveys, plans, profiles, cross sections, plans, specifications and estimates; and (c) provide and pay for any necessary design interpretation and bidding assistance of any consulting engineers, surveyors or other professionals retained by the Commissioners to allow the TID to complete the Project.

Section 2.2. The Commissioners shall deposit with the TID the sum of Five Hundred Fifty Thousand Dollars (\$550,000.00) within 30 days of approval of this Agreement to pay for the entire construction cost of the Project. Funds will be paid from any funds available for road and bridge construction.

Section 2.3. The performance and provision of items described in Section 2.1, together with payments made under Section 2.2, shall be considered full compensation to the TID for the cost of constructing the Project, including all construction engineering, supervision, testing, legal fees, management, accounting and other expenses incurred by the TID relating to the Project.

Section 2.4. The Commissioners may levy a special assessment upon the property(ies) owned by Lifepoint Church that are benefitted by the Project to pay a portion of the construction cost.

Article 3. RESPONSIBILITIES OF THE TID

Section 3.1. The TID shall perform all necessary actions to construct, or cause to be constructed, the Project described in Section 1.1, at the lowest cost which is reasonably required to complete the Project in accordance with the plans, specifications and estimates provided by the County Engineer, and to substantially complete the work no later than November 30, 2020

Section 3.2. The TID will retain from any deposits made under this Agreement, as an Administrative Fee for management and supervision of the Project, a sum not to exceed Five Thousand Dollars (\$5,000.00) plus Two Percent (2%) of the amount of any construction contracts awarded by the TID for the Project.

Section 3.3. After the costs of all construction engineering, supervision, testing, legal fees, management, accounting and other expenses relating to the Project have been paid, and after deducting any Administrative Fees, the TID shall return any unused funds to the Commissioners within ninety (90) days of completion of the Project.

Section 3.4. As provided by section 5540.03 of the Revised Code, Chapter 4115 of the Revised Code does not apply to contracts or projects of a transportation improvement district; and, therefore, with the intention of completing the Project at the lowest cost which is reasonably required, the TID shall exempt all bidders from the requirement to pay prevailing wage rates in accordance with Chapter 4115 of the Revised Code.

Article 4. MISCELLANEOUS TERMS AND CONDITIONS

Section 4.1. Except as the context may otherwise foreclose, this Agreement is entered into subject to and in conformance with the Master Agreement, which is fully incorporated into this Agreement by this reference and made a part hereof, as if fully rewritten herein, and the actions of the Parties shall be in conformance therewith.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Commissioners and the TID by their duly authorized officers, all as of the effective date.

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

For Consideration under Other Business

December 21, 2020

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RESOLUTION NO. 20-1175

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR THE BACASTOW CAD PLAT:

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

Bacastow CAD plat

WHEREAS, Sharon H. Bacastow, has submitted the Plat of Subdivision (“Plat”) for The Bacastow CAD plat, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Brown Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 23, 2020; and

WHEREAS, the Delaware County General Health District has reviewed said Plat and Plans for conformance with their rules and regulations, and approved said Plat on November 23, 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 November 26, 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 December 7, 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 December 7, 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 December 18 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of The

Bacastow CAD plat:

Situated in the Township of Brown, County of Delaware, State of Ohio, located in Farm Lots 34 & 35, Section 1, Township 5 North, Range 18 West, United States Military Lands, and being all of a 1.0412 acre tract (Tract I), a 2234 acre tract (Tract II), 21.46 acre tract (Tract III), 7.866 acre tract, conveyed to Sharon H. Bacastow in Vol. 697, PG. 227, and a 4.429 acre tract (Tract 1), a 17.57 acre tract (Tract 2), a 5.493 acre tract (Tract 3) and a 7.866 acre tract (Tract 4) conveyed to Sharon H. Bacastow in Vol. 697, PG. 232. Cost: \$12

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

23

RESOLUTION NO. 20-1176

IN THE MATTER OF APPROVING A QUITCLAIM DEED TO TRANSFER REAL PROPERTY TO THE TRI-TOWNSHIP BOARD OF FIRE DISTRICT TRUSTEES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH OR NECESSARY FOR, THE CLOSING OF THE TRANSACTION:

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

WHEREAS, on December 7, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1111, approving a Contract of Sale and Purchase of Real Property between the Board and the Tri-Township Board of Fire District Trustees; and

WHEREAS, the necessary documents have been prepared and must approved and submitted in order to proceed with the transaction;

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

Section 1. The Board hereby approves a quitclaim deed to transfer real property to the Tri-Township Board of Fire District Trustees in accordance with the Contract adopted in Resolution No. 20-1111 and authorizes the President of the Board to execute the quitclaim deed on behalf of the Board.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing of the

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transaction and to approve and execute any additional documents associated with or necessary for the closing of the transaction.

Section 3. This Resolution shall take immediate effect upon adoption.

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

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RESOLUTION NO. 20-1177

IN THE MATTER OF APPROVING THE YEAR 2021 APPROPRIATIONS:

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

WHEREAS, pursuant to section 5705.38 of the Revised Code, on or about the first day of each fiscal year, the Delaware County Board of Commissioners (the "Board") shall pass an appropriation measure based on the official certificate of estimated resources or amendments thereto; and

WHEREAS, the appropriation measure shall be classified so as to set forth separately the amounts appropriated for each office, department, and division, and, within each, the amount appropriated for personal services; and

WHEREAS, the total appropriations from each fund shall not exceed the total of the estimated revenue available for expenditure therefrom, as certified by the budget commission; and

WHEREAS, the revenues stated herein are derived from the current official certificate of estimated resources and are subject to change, without further action by the Board, upon the budget commission's issuance of an amended official certificate of estimated resources; and

WHEREAS, the County Administrator and the Business Operations and Financial Management Department have prepared and submitted this Resolution and jointly recommend its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Year 2021 Appropriations be approved as follows:

BUDGET RESOLUTION (COMMISSIONERS REQUEST)

		BUDGET REQUEST
100	GENERAL FUND	
	410 TAXES	79,533,934.00
	420 FEES AND CHARGES FOR SERVICES	14,366,126.00
	430 LICENSES AND PERMITS	2,066,000.00
	440 FINES AND FORFEITURES	305,000.00
	450 INTERGOVERNMENTAL	6,004,825.00
	460 INTERFUND REVENUE	148,271.55
	470 MISCELLANEOUS REVENUE	2,663,897.20
	480 OTHER FINANCING SOURCES	30,000.00
		105,118,053.75
	500 SALARY	41,149,264.13
	510 BENEFITS	17,787,839.26
	520 MATERIALS AND SUPPLIES	2,994,842.42
	530 SERVICES AND CHARGES	18,243,470.17
	540 CAPITAL OUTLAY & EQUIPMENT	15,624,500.00
	560 GRANTS IN AID	

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		5,373,503.00
	580 TRANSFERS	<u>18,112,538.50</u>
		119,285,957.48
10010101	AUDITOR	
	410 TAXES	15,103,168.00
	420 FEES AND CHARGES FOR SERVICES	4,684,200.00
	430 LICENSES AND PERMITS	12,000.00
	450 INTERGOVERNMENTAL	<u>1,838,500.00</u>
		21,637,868.00
	500 SALARY	904,000.00
	510 BENEFITS	361,205.00
	520 MATERIALS AND SUPPLIES	10,750.00
	530 SERVICES AND CHARGES	<u>53,950.00</u>
		1,329,905.00
10010102	WEIGHTS AND MEASURES	
	500 SALARY	106,700.00
	510 BENEFITS	64,150.00
	520 MATERIALS AND SUPPLIES	2,400.00
	530 SERVICES AND CHARGES	<u>6,785.00</u>
		180,035.00
10011101	COMMISSIONERS ADMIN	
	420 FEES AND CHARGES FOR SERVICES	899,934.00
	470 MISCELLANEOUS REVENUE	<u>70,000.00</u>
		969,934.00
	500 SALARY	827,500.00
	510 BENEFITS	309,400.00
	520 MATERIALS AND SUPPLIES	17,000.00
	530 SERVICES AND CHARGES	<u>86,300.00</u>
		1,240,200.00
10011102	COMMISSIONERS GENERAL	
	410 TAXES	26,142,574.00
	450 INTERGOVERNMENTAL	3,037,825.00
	460 INTERFUND REVENUE	<u>148,271.55</u>
		29,328,670.55
	520 MATERIALS AND SUPPLIES	37,600.00
	530 SERVICES AND CHARGES	

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		3,024,133.00
560	GRANTS IN AID	4,223,503.00
580	TRANSFERS	<u>14,483,655.00</u>
		21,768,891.00
10011103	RECORDS CENTER	
420	FEES AND CHARGES FOR SERVICES	<u>6,000.00</u>
		6,000.00
500	SALARY	217,611.36
510	BENEFITS	83,978.77
520	MATERIALS AND SUPPLIES	23,800.00
530	SERVICES AND CHARGES	<u>33,150.00</u>
		358,540.13
10011105	LAND AND BUILDINGS	
470	MISCELLANEOUS REVENUE	221,900.00
480	OTHER FINANCING SOURCES	<u>30,000.00</u>
		251,900.00
500	SALARY	1,147,593.00
510	BENEFITS	597,792.00
520	MATERIALS AND SUPPLIES	274,800.00
530	SERVICES AND CHARGES	<u>1,424,980.00</u>
		3,445,165.00
10011106	COUNTY GARAGE	
420	FEES AND CHARGES FOR SERVICES	7,500.00
470	MISCELLANEOUS REVENUE	<u>2,500.00</u>
		10,000.00
500	SALARY	158,890.00
510	BENEFITS	84,551.00
520	MATERIALS AND SUPPLIES	633,500.00
530	SERVICES AND CHARGES	<u>76,775.00</u>
		953,716.00
10011107	ZONING	
420	FEES AND CHARGES FOR SERVICES	1,100.00
430	LICENSES AND PERMITS	<u>2,200.00</u>
		3,300.00
500	SALARY	

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		3,023.28
510	BENEFITS	1,248.35
520	MATERIALS AND SUPPLIES	250.00
530	SERVICES AND CHARGES	<u>665.60</u>
		5,187.23
10011108	HUMAN RESOURCES	
500	SALARY	431,811.87
510	BENEFITS	158,639.31
520	MATERIALS AND SUPPLIES	12,500.00
530	SERVICES AND CHARGES	<u>85,600.00</u>
		688,551.18
10011110	HUMAN SERVICES	
580	TRANSFERS	<u>1,391,471.00</u>
		1,391,471.00
10011139	PUBLIC INFO/COMMUNITY RELATION	
500	SALARY	106,100.00
510	BENEFITS	51,900.00
520	MATERIALS AND SUPPLIES	5,550.00
530	SERVICES AND CHARGES	<u>79,260.00</u>
		242,810.00
10011180	2007 CO SALES TAX REVENUE FUND	
410	TAXES	<u>38,257,426.00</u>
		38,257,426.00
10011202	PUBLIC DEFENDER	
420	FEES AND CHARGES FOR SERVICES	10,000.00
440	FINES AND FORFEITURES	35,000.00
450	INTERGOVERNMENTAL	<u>500,000.00</u>
		545,000.00
500	SALARY	77,100.00
510	BENEFITS	59,000.00
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	<u>954,450.00</u>
		1,093,050.00
10011301	BUILDING SAFETY	
420	FEES AND CHARGES FOR SERVICES	489,412.00

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430	LICENSES AND PERMITS	<u>2,051,800.00</u>
		2,541,212.00
500	SALARY	1,454,882.55
510	BENEFITS	579,982.95
520	MATERIALS AND SUPPLIES	31,750.00
530	SERVICES AND CHARGES	<u>237,863.04</u>
		2,304,478.54
10011302	EMPLOYEE SAFETY	<u> </u>
500	SALARY	55,000.00
510	BENEFITS	34,262.37
520	MATERIALS AND SUPPLIES	6,000.00
530	SERVICES AND CHARGES	<u>500.00</u>
		95,762.37
10011303	EMERGENCY MEDICAL SERVICES	<u> </u>
420	FEES AND CHARGES FOR SERVICES	1,105,000.00
470	MISCELLANEOUS REVENUE	<u>13,497.20</u>
		1,118,497.20
500	SALARY	7,713,403.04
510	BENEFITS	3,069,730.85
520	MATERIALS AND SUPPLIES	489,970.00
530	SERVICES AND CHARGES	<u>1,683,104.50</u>
		12,956,208.39
10011313	RAILROAD TASK FORCE	<u> </u>
520	MATERIALS AND SUPPLIES	200.00
530	SERVICES AND CHARGES	<u>600.00</u>
		800.00
10011501	COUNTY HOME	<u> </u>
530	SERVICES AND CHARGES	<u>15,000.00</u>
		15,000.00
10012101	PROSECUTING ATTORNEY	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>35,000.00</u>

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		<u>35,000.00</u>
500	SALARY	1,709,652.87
510	BENEFITS	718,467.64
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	<u>150,101.70</u>
		2,588,222.21
10012301	VICTIMS ASSISTANCE	<u> </u>
500	SALARY	56,859.26
510	BENEFITS	65,487.79
530	SERVICES AND CHARGES	<u>3,100.00</u>
		125,447.05
10013101	RECORDER	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>860,750.00</u>
		860,750.00
500	SALARY	325,000.00
510	BENEFITS	132,182.62
520	MATERIALS AND SUPPLIES	2,650.00
530	SERVICES AND CHARGES	<u>3,650.00</u>
		463,482.62
10014101	TREASURER	<u> </u>
420	FEES AND CHARGES FOR SERVICES	1,243,460.00
470	MISCELLANEOUS REVENUE	<u>1,900,000.00</u>
		3,143,460.00
500	SALARY	239,405.00
510	BENEFITS	125,439.00
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	<u>71,600.00</u>
		439,444.00
10016101	BOARD OF ELECTIONS	<u> </u>
420	FEES AND CHARGES FOR SERVICES	403,650.00
450	INTERGOVERNMENTAL	<u>5,000.00</u>
		408,650.00
500	SALARY	1,124,856.65
510	BENEFITS	460,657.36
520	MATERIALS AND SUPPLIES	262,200.00
530	SERVICES AND CHARGES	<u>1,244,000.00</u>
		3,091,714.01

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10020201	CLERK OF COURTS		
	420 FEES AND CHARGES FOR SERVICES	550,020.00	
	440 FINES AND FORFEITURES	30,000.00	
	470 MISCELLANEOUS REVENUE	45,500.00	
		625,520.00	
	500 SALARY	797,470.43	
	510 BENEFITS	385,620.41	
	520 MATERIALS AND SUPPLIES	34,500.00	
	530 SERVICES AND CHARGES	31,400.00	
		1,248,990.84	
10022202	ADULT COURT SERVICES		
	500 SALARY	900,796.68	
	510 BENEFITS	406,898.54	
	530 SERVICES AND CHARGES	6,240.00	
		1,313,935.22	
10023201	DOMESTIC RELATIONS		
	420 FEES AND CHARGES FOR SERVICES	35,000.00	
		35,000.00	
	500 SALARY	1,115,937.82	
	510 BENEFITS	452,294.50	
	520 MATERIALS AND SUPPLIES	29,500.00	
	530 SERVICES AND CHARGES	127,200.00	
		1,724,932.32	
10025201	COMMON PLEAS GENERAL DIVISION		
	500 SALARY	806,416.53	
	510 BENEFITS	421,455.32	
	520 MATERIALS AND SUPPLIES	54,500.00	
	530 SERVICES AND CHARGES	275,500.00	
		1,557,871.85	
10026201	JUVENILE COURT		
	420 FEES AND CHARGES FOR SERVICES	222,000.00	
	440 FINES AND FORFEITURES	5,000.00	
	450 INTERGOVERNMENTAL	30,000.00	
		257,000.00	
	500 SALARY	2,103,093.00	
	510 BENEFITS	1,077,605.00	
	520 MATERIALS AND SUPPLIES		

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		64,500.00
530	SERVICES AND CHARGES	<u>251,083.00</u>
		3,496,281.00
10026202	JUVENILE CORRECTION CENTER	
530	SERVICES AND CHARGES	<u>672,875.00</u>
		672,875.00
10027201	PROBATE COURT	
420	FEEES AND CHARGES FOR SERVICES	<u>135,000.00</u>
		135,000.00
500	SALARY	463,599.00
510	BENEFITS	223,400.00
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	<u>116,700.00</u>
		806,199.00
10029202	COURT OF APPEALS	
530	SERVICES AND CHARGES	<u>38,000.00</u>
		38,000.00
10029203	MUNICIPAL COURT	
420	FEEES AND CHARGES FOR SERVICES	10,000.00
440	FINES AND FORFEITURES	<u>128,000.00</u>
		138,000.00
500	SALARY	35,100.00
510	BENEFITS	5,880.00
530	SERVICES AND CHARGES	<u>551,000.00</u>
		591,980.00
10030301	CORONER	
500	SALARY	204,142.10
510	BENEFITS	120,193.51
520	MATERIALS AND SUPPLIES	2,700.00
530	SERVICES AND CHARGES	<u>202,390.56</u>
		529,426.17
10031301	SHERIFF / DEPUTIES	
420	FEEES AND CHARGES FOR SERVICES	3,151,100.00
440	FINES AND FORFEITURES	42,000.00
450	INTERGOVERNMENTAL	83,500.00
470	MISCELLANEOUS REVENUE	<u>24,500.00</u>
		3,301,100.00
500	SALARY	

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		12,331,130.42
510	BENEFITS	5,386,950.56
520	MATERIALS AND SUPPLIES	480,137.46
530	SERVICES AND CHARGES	<u>1,084,695.40</u>
		19,282,913.84
10031302	SHERIFF PRISONER TRANSPORT	
530	SERVICES AND CHARGES	<u>55,000.00</u>
		55,000.00
10031303	SHERIFF JAIL	
420	FEES AND CHARGES FOR SERVICES	495,000.00
440	FINES AND FORFEITURES	30,000.00
450	INTERGOVERNMENTAL	10,000.00
470	MISCELLANEOUS REVENUE	<u>15,000.00</u>
		550,000.00
500	SALARY	5,062,939.27
510	BENEFITS	2,022,366.41
520	MATERIALS AND SUPPLIES	417,994.96
530	SERVICES AND CHARGES	<u>1,858,460.00</u>
		9,361,760.64
10031308	SHERIFF FIRING RANGE	
520	MATERIALS AND SUPPLIES	3,500.00
530	SERVICES AND CHARGES	<u>2,500.00</u>
		6,000.00
10031337	SHERIFF LOCAL FUNDS	
420	FEES AND CHARGES FOR SERVICES	12,000.00
470	MISCELLANEOUS REVENUE	<u>17,000.00</u>
		29,000.00
520	MATERIALS AND SUPPLIES	8,090.00
530	SERVICES AND CHARGES	22,458.37
540	CAPITAL OUTLAY & EQUIPMENT	<u>9,500.00</u>
		40,048.37
10040421	ROAD & BRIDGE PROJECTS	
410	TAXES	

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		30,766.00
470	MISCELLANEOUS REVENUE	<u>354,000.00</u>
		384,766.00
530	SERVICES AND CHARGES	3,396,000.00
540	CAPITAL OUTLAY & EQUIPMENT	15,615,000.00
560	GRANTS IN AID	1,150,000.00
580	TRANSFERS	<u>2,237,412.50</u>
		22,398,412.50
10062601	VETERANS SERVICES	<u> </u>
500	SALARY	378,000.00
510	BENEFITS	178,800.00
520	MATERIALS AND SUPPLIES	33,000.00
530	SERVICES AND CHARGES	<u>248,150.00</u>
		837,950.00
10083801	PUBLIC DEFENDER COMMISSION	<u> </u>
420	FEES AND CHARGES FOR SERVICES	10,000.00
440	FINES AND FORFEITURES	35,000.00
450	INTERGOVERNMENTAL	<u>500,000.00</u>
		545,000.00
500	SALARY	291,250.00
510	BENEFITS	148,300.00
520	MATERIALS AND SUPPLIES	37,500.00
530	SERVICES AND CHARGES	<u>68,250.00</u>
		545,300.00
10110107	UNCLAIMED MONIES	<u> </u>
470	MISCELLANEOUS REVENUE	<u>50,000.00</u>
		50,000.00
530	SERVICES AND CHARGES	100,000.00
580	TRANSFERS	<u>26,500.00</u>
		126,500.00
20110105	REA	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>4,777,300.00</u>
		4,777,300.00
500	SALARY	1,206,498.00
510	BENEFITS	477,773.00
520	MATERIALS AND SUPPLIES	34,600.00
530	SERVICES AND CHARGES	868,200.00
540	CAPITAL OUTLAY & EQUIPMENT	

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		45,000.00
		2,632,071.00
20110106	REA GIS	
420	FEES AND CHARGES FOR SERVICES	1,200.00
		1,200.00
500	SALARY	272,709.60
510	BENEFITS	146,283.05
520	MATERIALS AND SUPPLIES	11,200.00
530	SERVICES AND CHARGES	735,585.00
540	CAPITAL OUTLAY & EQUIPMENT	15,000.00
		1,180,777.65
20315101	DATA CENTER FUND	
420	FEES AND CHARGES FOR SERVICES	100,000.00
460	INTERFUND REVENUE	2,035,208.00
		2,135,208.00
500	SALARY	755,449.82
510	BENEFITS	267,430.95
520	MATERIALS AND SUPPLIES	48,000.00
530	SERVICES AND CHARGES	938,080.00
540	CAPITAL OUTLAY & EQUIPMENT	200,000.00
		2,208,960.77
20410301	DOG AND KENNEL AUDITOR	
500	SALARY	32,420.00
510	BENEFITS	8,715.00
520	MATERIALS AND SUPPLIES	400.00
530	SERVICES AND CHARGES	10,700.00
		52,235.00
20411305	DOG AND KENNEL	
430	LICENSES AND PERMITS	265,000.00
440	FINES AND FORFEITURES	27,000.00
470	MISCELLANEOUS REVENUE	3,500.00
		295,500.00
500	SALARY	175,000.00
510	BENEFITS	64,200.00
520	MATERIALS AND SUPPLIES	13,200.00
530	SERVICES AND CHARGES	46,750.00

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		<u>299,150.00</u>
20683201	LAW LIBRARY RESOURCES BOARD	<u> </u>
440	FINES AND FORFEITURES	248,000.00
470	MISCELLANEOUS REVENUE	<u>2,000.00</u>
		250,000.00
500	SALARY	52,416.00
510	BENEFITS	23,617.87
520	MATERIALS AND SUPPLIES	65,500.00
530	SERVICES AND CHARGES	<u>116,025.00</u>
		257,558.87
21011113	JOINT ECONOMIC DEVELOPMENT	<u> </u>
420	FEES AND CHARGES FOR SERVICES	7,300.00
450	INTERGOVERNMENTAL	96,000.00
460	INTERFUND REVENUE	<u>625,000.00</u>
		728,300.00
500	SALARY	321,363.00
510	BENEFITS	129,660.01
520	MATERIALS AND SUPPLIES	9,050.00
530	SERVICES AND CHARGES	290,675.00
560	GRANTS IN AID	<u>75,000.00</u>
		825,748.01
21011116	BUSINESS DEVELOPMENT MEETINGS	<u> </u>
530	SERVICES AND CHARGES	<u>3,000.00</u>
		3,000.00
21411306	911	<u> </u>
410	TAXES	3,911,002.00
450	INTERGOVERNMENTAL	327,348.00
470	MISCELLANEOUS REVENUE	<u>46,007.19</u>
		4,284,357.19
500	SALARY	1,906,112.00
510	BENEFITS	707,474.00
520	MATERIALS AND SUPPLIES	539,634.00
530	SERVICES AND CHARGES	1,028,717.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>552,198.00</u>
		4,734,135.00
21581301	EMERGENCY MANAGEMENT AGENCY	<u> </u>
420	FEES AND CHARGES FOR SERVICES	140,256.00
450	INTERGOVERNMENTAL	158,000.00

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		<u>298,256.00</u>
500	SALARY	190,000.00
510	BENEFITS	89,350.00
520	MATERIALS AND SUPPLIES	20,550.00
530	SERVICES AND CHARGES	<u>17,200.00</u>
		317,100.00
21581306	2019-2021 HMEP	
450	INTERGOVERNMENTAL	<u>12,000.00</u>
		12,000.00
530	SERVICES AND CHARGES	<u>12,000.00</u>
		12,000.00
21711326	911 WIRELESS	
450	INTERGOVERNMENTAL	<u>602,464.00</u>
		602,464.00
520	MATERIALS AND SUPPLIES	9,200.00
530	SERVICES AND CHARGES	340,202.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>140,000.00</u>
		489,402.00
21911401	DITCH MAINTENANCE	
410	TAXES	2,102,482.23
420	FEES AND CHARGES FOR SERVICES	<u>100,000.00</u>
		2,202,482.23
520	MATERIALS AND SUPPLIES	127,000.00
530	SERVICES AND CHARGES	1,219,000.16
540	CAPITAL OUTLAY & EQUIPMENT	<u>65,000.00</u>
		1,411,000.16
22111502	LITTER GRANT	
450	INTERGOVERNMENTAL	<u>78,000.00</u>
		78,000.00
500	SALARY	55,000.00
510	BENEFITS	22,000.00
530	SERVICES AND CHARGES	<u>1,000.00</u>
		78,000.00
22311611	WORKFORCE INVESTMENT ACT	

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	450	INTERGOVERNMENTAL	617,719.81
			617,719.81
	520	MATERIALS AND SUPPLIES	1,500.00
	530	SERVICES AND CHARGES	203,000.00
	580	TRANSFERS	275,000.00
			479,500.00
22311614		TANF OWIP	
	520	MATERIALS AND SUPPLIES	10,500.00
			10,500.00
22411601		JFS INCOME MAINTENANCE	
	450	INTERGOVERNMENTAL	2,737,860.79
	460	INTERFUND REVENUE	466,471.00
	470	MISCELLANEOUS REVENUE	12,000.00
			3,216,331.79
	500	SALARY	1,036,527.41
	510	BENEFITS	586,096.20
	530	SERVICES AND CHARGES	251,575.00
	580	TRANSFERS	145,122.00
			2,019,320.61
22411602		JFS PRC	
	530	SERVICES AND CHARGES	125,000.00
			125,000.00
22411603		JFS WORKFORCE	
	450	INTERGOVERNMENTAL	333,361.00
	460	INTERFUND REVENUE	275,000.00
			608,361.00
	500	SALARY	350,649.83
	510	BENEFITS	142,822.26
	530	SERVICES AND CHARGES	51,350.00
			544,822.09
22411604		JFS CHILD PROTECTION	
	450	INTERGOVERNMENTAL	678,387.00
	460	INTERFUND REVENUE	1,200,000.00
			1,878,387.00
	500	SALARY	1,235,076.16
	510	BENEFITS	628,719.22
	530	SERVICES AND CHARGES	6,850.00

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		<u>1,870,645.38</u>
22411605	JFS ADMINISTRATION	<u> </u>
500	SALARY	527,100.44
510	BENEFITS	258,683.02
520	MATERIALS AND SUPPLIES	32,100.00
530	SERVICES AND CHARGES	<u>571,640.84</u>
		1,389,524.30
22411606	JFS SOCIAL SERVICES	<u> </u>
420	FEES AND CHARGES FOR SERVICES	1,400.00
450	INTERGOVERNMENTAL	<u>214,341.00</u>
		215,741.00
500	SALARY	77,735.42
510	BENEFITS	56,204.79
530	SERVICES AND CHARGES	<u>100.00</u>
		134,040.21
22511607	CHILDREN SERVICES	<u> </u>
450	INTERGOVERNMENTAL	2,659,151.00
460	INTERFUND REVENUE	1,070,122.00
470	MISCELLANEOUS REVENUE	<u>15,000.00</u>
		3,744,273.00
520	MATERIALS AND SUPPLIES	18,500.00
530	SERVICES AND CHARGES	2,102,837.78
580	TRANSFERS	<u>1,200,000.00</u>
		3,321,337.78
23011704	CDBG PY2020	<u> </u>
530	SERVICES AND CHARGES	<u>17,500.00</u>
		17,500.00
23512102	DELINQUENT TAX/PROSECUTOR	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>200,000.00</u>
		200,000.00
500	SALARY	215,982.86
510	BENEFITS	<u>73,914.40</u>
		289,897.26
23612302	VICTIMS OF CRIME GRANT	<u> </u>
450	INTERGOVERNMENTAL	

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		97,524.63
460	INTERFUND REVENUE	<u>24,381.16</u>
		121,905.79
500	SALARY	104,685.10
510	BENEFITS	<u>17,220.69</u>
		121,905.79
23612305	STATE VICTIMS ASST GRNT SVAA	
450	INTERGOVERNMENTAL	<u>2,106.00</u>
		2,106.00
500	SALARY	1,808.50
510	BENEFITS	<u>297.50</u>
		2,106.00
23711630	CSEA	
420	FEES AND CHARGES FOR SERVICES	490,000.00
450	INTERGOVERNMENTAL	1,362,269.62
470	MISCELLANEOUS REVENUE	<u>20,000.00</u>
		1,872,269.62
500	SALARY	880,936.06
510	BENEFITS	435,282.66
520	MATERIALS AND SUPPLIES	11,500.00
530	SERVICES AND CHARGES	497,477.95
540	CAPITAL OUTLAY & EQUIPMENT	<u>10,000.00</u>
		1,835,196.67
24026326	JUV CRT RESTITUTION	
440	FINES AND FORFEITURES	<u>10,000.00</u>
		10,000.00
530	SERVICES AND CHARGES	<u>10,000.00</u>
		10,000.00
24113102	COUNTY RECORDER EQUIPMENT	
420	FEES AND CHARGES FOR SERVICES	<u>115,000.00</u>
		115,000.00
520	MATERIALS AND SUPPLIES	17,300.00
530	SERVICES AND CHARGES	<u>89,700.00</u>
		107,000.00

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24231333	SRF EQUITABLE SHARING DOJ	<input type="text"/>
520	MATERIALS AND SUPPLIES	<u>17,395.50</u>
		17,395.50
24331334	SRF EQUITABLE SHARE TREASURY	<input type="text"/>
520	MATERIALS AND SUPPLIES	<u>4,058.54</u>
		4,058.54
24414102	DELINQUENT TAX/TREASURER	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	339,290.00
470	MISCELLANEOUS REVENUE	<u>5,000.00</u>
		344,290.00
500	SALARY	159,885.00
510	BENEFITS	65,418.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	<u>232,790.00</u>
		468,093.00
24614107	TAX CERTIFICATE ADMIN FUND	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	<u>9,000.00</u>
		9,000.00
530	SERVICES AND CHARGES	<u>5,000.00</u>
		5,000.00
24712304	PRE-TRIAL DIVERSION FUND	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	<u>2,500.00</u>
		2,500.00
500	SALARY	1,989.00
510	BENEFITS	<u>1,078.21</u>
		3,067.21
24820101	TITLE ADMINISTRATION	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	<u>1,300,000.00</u>
		1,300,000.00
500	SALARY	245,784.24
510	BENEFITS	111,791.06
520	MATERIALS AND SUPPLIES	14,400.00
530	SERVICES AND CHARGES	

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		71,175.00
580	TRANSFERS	121,771.55
		<u>564,921.85</u>
24820102	NORTHPOINTE SATELLITE OFFICE	
500	SALARY	382,897.84
510	BENEFITS	174,375.02
520	MATERIALS AND SUPPLIES	13,500.00
530	SERVICES AND CHARGES	97,300.00
		<u>668,072.86</u>
25123202	DOMESTIC RELATIONS COMPUTER FD	
420	FEES AND CHARGES FOR SERVICES	2,500.00
		<u>2,500.00</u>
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	2,500.00
		<u>5,000.00</u>
25222203	COMMON PLEAS SPECIAL PROJECTS	
420	FEES AND CHARGES FOR SERVICES	9,000.00
470	MISCELLANEOUS REVENUE	600.00
		<u>9,600.00</u>
520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	20,000.00
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00
		<u>60,000.00</u>
25322312	ODRC SUBSIDY GRANT	
450	INTERGOVERNMENTAL	75,000.00
		<u>75,000.00</u>
500	SALARY	44,553.60
510	BENEFITS	7,329.07
520	MATERIALS AND SUPPLIES	2,117.00
530	SERVICES AND CHARGES	21,000.00
		<u>74,999.67</u>
25422301	CBCG INTENSIVE SUPERVISION	
450	INTERGOVERNMENTAL	135,732.00

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		<u>135,732.00</u>
500	SALARY	89,384.37
510	BENEFITS	45,867.60
530	SERVICES AND CHARGES	<u>480.00</u>
		135,731.97
25422302	CBCG ELECTRONIC MONITORING	
450	INTERGOVERNMENTAL	<u>30,000.00</u>
		30,000.00
500	SALARY	22,462.72
510	BENEFITS	<u>7,537.28</u>
		30,000.00
25422311	PRE SENTENCE INVESTIGATION	
450	INTERGOVERNMENTAL	<u>95,000.00</u>
		95,000.00
500	SALARY	69,536.30
510	BENEFITS	<u>25,463.72</u>
		95,000.02
25522309	DRUG COURT DOCKET	
450	INTERGOVERNMENTAL	<u>30,000.00</u>
		30,000.00
500	SALARY	25,762.13
510	BENEFITS	<u>4,237.87</u>
		30,000.00
25622303	INTENSIVE SUPERVISION	
420	FEES AND CHARGES FOR SERVICES	<u>90,000.00</u>
		90,000.00
520	MATERIALS AND SUPPLIES	78,800.00
530	SERVICES AND CHARGES	<u>32,340.00</u>
		111,140.00
25722304	INT SUPERVISION PROBATION	

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	420	FEES AND CHARGES FOR SERVICES	45,000.00
			45,000.00
	530	SERVICES AND CHARGES	45,000.00
			45,000.00
25922307		MENTAL HEALTH DOCKET	
	450	INTERGOVERNMENTAL	53,838.94
			53,838.94
	500	SALARY	35,291.54
	510	BENEFITS	18,546.95
	530	SERVICES AND CHARGES	332.00
			54,170.49
26026203		JUVENILE COURT DATA FUND	
	420	FEES AND CHARGES FOR SERVICES	8,000.00
			8,000.00
	520	MATERIALS AND SUPPLIES	10,000.00
	530	SERVICES AND CHARGES	6,000.00
			16,000.00
26126301		INDIGENT GUARDIAN	
	420	FEES AND CHARGES FOR SERVICES	20,000.00
			20,000.00
	530	SERVICES AND CHARGES	20,000.00
			20,000.00
26426303		PROBATION FUND	
	420	FEES AND CHARGES FOR SERVICES	4,500.00
			4,500.00
	520	MATERIALS AND SUPPLIES	10,000.00
	530	SERVICES AND CHARGES	5,000.00
			15,000.00
26526304		DISPUTE RESOLUTION	

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	420	FEES AND CHARGES FOR SERVICES	1,500.00
			<u>1,500.00</u>
			1,500.00
	530	SERVICES AND CHARGES	10,000.00
			<u>10,000.00</u>
			10,000.00
26626205		FAMILY DRUG COURT	
	450	INTERGOVERNMENTAL	51,716.00
			<u>51,716.00</u>
			51,716.00
	500	SALARY	31,916.00
	510	BENEFITS	19,800.00
			<u>51,716.00</u>
			51,716.00
26726323		JUV CARE & CUSTODY RECLAIM	
	450	INTERGOVERNMENTAL	245,357.00
			<u>245,357.00</u>
			245,357.00
	500	SALARY	571,000.00
	510	BENEFITS	328,500.00
	530	SERVICES AND CHARGES	62,500.00
			<u>962,000.00</u>
			962,000.00
26726324		YOUTH SERVICE / DIVERSION	
	450	INTERGOVERNMENTAL	397,170.60
			<u>397,170.60</u>
			397,170.60
	500	SALARY	42,000.00
	510	BENEFITS	32,945.00
			<u>74,945.00</u>
			74,945.00
26926308		INDIGENT DRIVER ALCOHOL TREAT	
	450	INTERGOVERNMENTAL	300.00
			<u>300.00</u>
			300.00
	530	SERVICES AND CHARGES	8,000.00
			<u>8,000.00</u>
			8,000.00
27126310		JUVENILE ACCT INCENTIVE GRANT	
	420	FEES AND CHARGES FOR SERVICES	1,500.00
			<u>1,500.00</u>
			1,500.00

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520	MATERIALS AND SUPPLIES	4,000.00
530	SERVICES AND CHARGES	<u>2,000.00</u>
		6,000.00
27229210	DR ALTERNATIVE DISPUTE RESO	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>5,000.00</u>
		5,000.00
530	SERVICES AND CHARGES	<u>32,500.00</u>
		32,500.00
27426313	CRIME VICTIMS GRANT	<u> </u>
450	INTERGOVERNMENTAL	51,059.00
460	INTERFUND REVENUE	<u>10,300.00</u>
		61,359.00
500	SALARY	41,000.00
510	BENEFITS	19,745.00
520	MATERIALS AND SUPPLIES	350.00
530	SERVICES AND CHARGES	<u>1,500.00</u>
		62,595.00
27426314	CRIME VICTIMS CASA	<u> </u>
450	INTERGOVERNMENTAL	169,185.25
470	MISCELLANEOUS REVENUE	<u>49,951.00</u>
		219,136.25
500	SALARY	121,500.00
510	BENEFITS	95,995.00
520	MATERIALS AND SUPPLIES	<u>195.00</u>
		217,690.00
27526315	STATE VICTIM ASST GRANT	<u> </u>
450	INTERGOVERNMENTAL	<u>23,802.00</u>
		23,802.00
500	SALARY	14,100.00
510	BENEFITS	7,521.00
520	MATERIALS AND SUPPLIES	<u>2,302.00</u>

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		<u>23,923.00</u>
27626316	JUVENILE COURT SPECIAL PROJECT	
420	FEES AND CHARGES FOR SERVICES	<u>10,000.00</u>
		10,000.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	<u>40,000.00</u>
		50,000.00
27826325	JUVENILE COURT OTHER PROJECTS	
420	FEES AND CHARGES FOR SERVICES	<u>20,000.00</u>
		20,000.00
520	MATERIALS AND SUPPLIES	3,500.00
530	SERVICES AND CHARGES	<u>33,000.00</u>
		36,500.00
27929208	GD ALTERNATIVE DISPUTE RESO	
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	<u>48,335.74</u>
		49,335.74
28027204	PROBATE COURT DATA FUND	
420	FEES AND CHARGES FOR SERVICES	<u>15,000.00</u>
		15,000.00
520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	<u>30,000.00</u>
		50,000.00
28129204	COMMON PLEAS DATA FUND	
420	FEES AND CHARGES FOR SERVICES	50,000.00
470	MISCELLANEOUS REVENUE	<u>4,000.00</u>
		54,000.00
520	MATERIALS AND SUPPLIES	22,000.00
530	SERVICES AND CHARGES	<u>51,500.00</u>

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		<u>73,500.00</u>
28229205	LEGAL RESEARCH	
420	FEES AND CHARGES FOR SERVICES	9,000.00
470	MISCELLANEOUS REVENUE	<u>600.00</u>
		9,600.00
520	MATERIALS AND SUPPLIES	8,000.00
530	SERVICES AND CHARGES	22,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>20,000.00</u>
		50,000.00
28329206	COMMON PLEAS GUARDIAN AD LITEM	
420	FEES AND CHARGES FOR SERVICES	<u>21,000.00</u>
		21,000.00
530	SERVICES AND CHARGES	<u>30,000.00</u>
		30,000.00
28429207	DOMESTIC RELATIONS FUND	
420	FEES AND CHARGES FOR SERVICES	<u>16,000.00</u>
		16,000.00
530	SERVICES AND CHARGES	<u>48,500.00</u>
		48,500.00
28631329	LEAP FORWARD 2019	
450	INTERGOVERNMENTAL	<u>112,954.00</u>
		112,954.00
500	SALARY	20,000.00
520	MATERIALS AND SUPPLIES	6,000.00
530	SERVICES AND CHARGES	44,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>42,953.66</u>
		112,953.66
28631345	LEAP FORWARD 2020	
450	INTERGOVERNMENTAL	90,000.00
460	INTERFUND REVENUE	<u>56,000.00</u>
		146,000.00

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500	SALARY	15,000.00
520	MATERIALS AND SUPPLIES	14,000.00
530	SERVICES AND CHARGES	48,500.00
540	CAPITAL OUTLAY & EQUIPMENT	50,000.00
		<u>127,500.00</u>
28831313	ROAD AND BRIDGE FINES	<input type="text"/>
440	FINES AND FORFEITURES	40,000.00
450	INTERGOVERNMENTAL	3,000.00
		<u>43,000.00</u>
500	SALARY	32,350.00
510	BENEFITS	5,825.93
520	MATERIALS AND SUPPLIES	8,000.00
		<u>46,175.93</u>
28931314	DRUG ENFORCEMENT & EDUCATION	<input type="text"/>
440	FINES AND FORFEITURES	2,500.00
		<u>2,500.00</u>
530	SERVICES AND CHARGES	5,000.00
		<u>5,000.00</u>
29031318	CONCEALED HANDGUN	<input type="text"/>
430	LICENSES AND PERMITS	150,000.00
		<u>150,000.00</u>
520	MATERIALS AND SUPPLIES	103,421.92
530	SERVICES AND CHARGES	63,600.00
		<u>167,021.92</u>
29131321	LAW ENFORCEMENT CPT	<input type="text"/>
530	SERVICES AND CHARGES	1,167.51
		<u>1,167.51</u>
29240001	MOTOR AND GAS FUND	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	1,175,000.00
430	LICENSES AND PERMITS	160,000.00
450	INTERGOVERNMENTAL	10,042,000.00
480	OTHER FINANCING SOURCES	2,000.00
		<u>2,000.00</u>

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		<u>11,379,000.00</u>
500	SALARY	4,675,350.00
510	BENEFITS	2,698,539.00
520	MATERIALS AND SUPPLIES	1,801,943.00
530	SERVICES AND CHARGES	2,009,478.00
540	CAPITAL OUTLAY & EQUIPMENT	7,851,025.00
570	DEBT SERVICE	<u>50,737.00</u>
		19,087,072.00
29440435	BIG WALNUT INTERCHANGE	<u> </u>
450	INTERGOVERNMENTAL	400,000.00
		400,000.00
540	CAPITAL OUTLAY & EQUIPMENT	125,000.00
		125,000.00
29552501	DEVELOPMENTAL DISABILITIES	<u> </u>
410	TAXES	21,014,000.00
420	FEES AND CHARGES FOR SERVICES	609,300.00
450	INTERGOVERNMENTAL	5,399,000.00
470	MISCELLANEOUS REVENUE	466,120.00
480	OTHER FINANCING SOURCES	<u>500.00</u>
		27,488,920.00
500	SALARY	5,512,000.00
510	BENEFITS	3,078,000.00
520	MATERIALS AND SUPPLIES	163,800.00
530	SERVICES AND CHARGES	1,511,500.00
540	CAPITAL OUTLAY & EQUIPMENT	60,000.00
560	GRANTS IN AID	125,000.00
580	TRANSFERS	<u>530,000.00</u>
		10,980,300.00
29552502	DEVEL DISABILITY INDIV PROGRAM	<u> </u>
530	SERVICES AND CHARGES	12,530,000.00
		12,530,000.00
29652504	DODD MEDICAID RESERVE	<u> </u>
460	INTERFUND REVENUE	530,000.00
		530,000.00
29911190	AG SOCIETY EXCISE TAX	<u> </u>
410	TAXES	

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		<u>1,200,000.00</u>
		1,200,000.00
	530 SERVICES AND CHARGES	<u>3,800,000.00</u>
		3,800,000.00
40111402	PERMANENT IMPROVEMENT ADMIN	<u> </u>
	410 TAXES	830,576.00
	450 INTERGOVERNMENTAL	<u>72,000.00</u>
		902,576.00
	520 MATERIALS AND SUPPLIES	78,693.00
	530 SERVICES AND CHARGES	44,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	<u>1,734,190.00</u>
		1,856,883.00
40311409	DRAINAGE IMPROVEMENT	<u> </u>
	470 MISCELLANEOUS REVENUE	<u>12,500.00</u>
		12,500.00
	530 SERVICES AND CHARGES	<u>5,000.00</u>
		5,000.00
40940450	WORTHINGTON RD & AFRICA OPWC	<u> </u>
	450 INTERGOVERNMENTAL	<u>498,510.00</u>
		498,510.00
	540 CAPITAL OUTLAY & EQUIPMENT	<u>498,510.00</u>
		498,510.00
40940452	HOME RD & SAWMILL PARKWAY OPWC	<u> </u>
	450 INTERGOVERNMENTAL	<u>300,000.00</u>
		300,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	<u>300,000.00</u>
		300,000.00
41711436	CAPITAL ACQUISITIONS & PROJECT	<u> </u>
	460 INTERFUND REVENUE	<u>1,000,000.00</u>
		1,000,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	<u>2,240,299.00</u>
		2,240,299.00
42011438	CAPITAL IMPROVEMENTS RESERVE	<u> </u>

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460	INTERFUND REVENUE	<u>7,225,000.00</u>
		7,225,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>400,000.00</u>
		400,000.00
42011440	NORTH CAMPUS RENOVATIONS	
540	CAPITAL OUTLAY & EQUIPMENT	<u>1,825,000.00</u>
		1,825,000.00
44311437	SLATE RIDGE REDEV TAX EQUIV FD	
410	TAXES	<u>355,000.00</u>
		355,000.00
530	SERVICES AND CHARGES	<u>358,900.00</u>
		358,900.00
44411439	OLENT CROSS REDEV TAX EQUIV FD	
410	TAXES	<u>102,765.00</u>
		102,765.00
530	SERVICES AND CHARGES	2,015.00
570	DEBT SERVICE	<u>100,750.00</u>
		102,765.00
50111117	BOND RETIREMENT DEBT SERVICE	
460	INTERFUND REVENUE	<u>2,830,466.00</u>
		2,830,466.00
570	DEBT SERVICE	<u>2,830,466.00</u>
		2,830,466.00
50211119	BOND RETIREMENT CFOA	
410	TAXES	803,210.00
450	INTERGOVERNMENTAL	<u>100,000.00</u>
		903,210.00
530	SERVICES AND CHARGES	17,510.00
570	DEBT SERVICE	<u>875,500.00</u>
		893,010.00
50411121	BR RD IMP US23 LEWIS CENTER RD	
410	TAXES	<u>173,425.30</u>
		173,425.30
530	SERVICES AND CHARGES	3,400.50
570	DEBT SERVICE	<u>170,024.80</u>
		173,425.30

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50811125	BR SAWMILL PKWY EXT TIF	
410	TAXES	160,983.50
460	INTERFUND REVENUE	<u>16,300.00</u>
		177,283.50
530	SERVICES AND CHARGES	3,156.54
570	DEBT SERVICE	<u>157,826.96</u>
		160,983.50
52111140	BR DI MIDWAY GARDENS	
410	TAXES	<u>12,232.35</u>
		12,232.35
530	SERVICES AND CHARGES	239.85
570	DEBT SERVICE	<u>11,992.50</u>
		12,232.35
52211141	BR DI CHADWICK	
410	TAXES	<u>26,095.73</u>
		26,095.73
530	SERVICES AND CHARGES	511.68
570	DEBT SERVICE	<u>25,584.05</u>
		26,095.73
52311142	BR DI HARDIN	
410	TAXES	<u>8,628.34</u>
		8,628.34
530	SERVICES AND CHARGES	169.18
570	DEBT SERVICE	<u>8,459.16</u>
		8,628.34
52411143	BR DI ROOF	
410	TAXES	<u>13,847.49</u>
		13,847.49
530	SERVICES AND CHARGES	271.52
570	DEBT SERVICE	<u>13,575.97</u>

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		<u>13,847.49</u>
52511144	BR DI WINDING CREEK	<u> </u>
410	TAXES	<u>11,293.66</u>
		11,293.66
530	SERVICES AND CHARGES	221.44
570	DEBT SERVICE	<u>11,072.22</u>
		11,293.66
52611145	BR DI SCOTT LATERAL	<u> </u>
410	TAXES	<u>11,659.83</u>
		11,659.83
530	SERVICES AND CHARGES	228.62
570	DEBT SERVICE	<u>11,431.21</u>
		11,659.83
52711146	BR DI HAVENS	<u> </u>
410	TAXES	<u>11,377.73</u>
		11,377.73
530	SERVICES AND CHARGES	223.09
570	DEBT SERVICE	<u>11,154.64</u>
		11,377.73
52811147	BR DI FANCHER RD	<u> </u>
410	TAXES	<u>9,370.90</u>
		9,370.90
530	SERVICES AND CHARGES	183.74
570	DEBT SERVICE	<u>9,187.16</u>
		9,370.90
52911148	BR DI RUDER EAST	<u> </u>
410	TAXES	<u>5,529.65</u>
		5,529.65
530	SERVICES AND CHARGES	108.42

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570	DEBT SERVICE	5,421.23
		<u>5,529.65</u>
58011181	2007 CO SALES TAX SAWMILL BOND	
460	INTERFUND REVENUE	2,237,412.50
		<u>2,237,412.50</u>
570	DEBT SERVICE	2,237,412.50
		<u>2,237,412.50</u>
60111901	PROPERTY & CASUALTY INSURANCE	
460	INTERFUND REVENUE	575,000.00
470	MISCELLANEOUS REVENUE	25,000.00
		<u>600,000.00</u>
500	SALARY	46,489.43
510	BENEFITS	15,145.23
530	SERVICES AND CHARGES	793,365.00
		<u>854,999.66</u>
60211902	EMPLOYEE BENEFITS	
420	FEES AND CHARGES FOR SERVICES	16,500,000.00
460	INTERFUND REVENUE	86,000.00
470	MISCELLANEOUS REVENUE	2,377,500.00
		<u>18,963,500.00</u>
530	SERVICES AND CHARGES	18,615,000.00
		<u>18,615,000.00</u>
60211924	EMPLOYEE WELLNESS PROGRAM	
470	MISCELLANEOUS REVENUE	30,000.00
		<u>30,000.00</u>
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	25,000.00
		<u>30,000.00</u>
60211925	FLEXIBLE SPENDING ACCOUNTS	
470	MISCELLANEOUS REVENUE	301,000.00
		<u>301,000.00</u>
530	SERVICES AND CHARGES	325,000.00

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		<u>325,000.00</u>
61311923	SELF INSURED WORKERS COMP	<u> </u>
420	FEES AND CHARGES FOR SERVICES	677,423.00
		<u>677,423.00</u>
500	SALARY	65,792.00
510	BENEFITS	25,820.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	553,475.00
		<u>655,087.00</u>
66211900	SRF OPERATIONS & MAINTENANCE	<u> </u>
410	TAXES	526,897.00
420	FEES AND CHARGES FOR SERVICES	26,283,424.00
430	LICENSES AND PERMITS	2,083.00
470	MISCELLANEOUS REVENUE	9,944.00
		<u>26,822,348.00</u>
500	SALARY	4,423,500.00
510	BENEFITS	2,068,000.00
520	MATERIALS AND SUPPLIES	1,159,725.00
530	SERVICES AND CHARGES	4,973,070.86
540	CAPITAL OUTLAY & EQUIPMENT	887,000.00
580	TRANSFERS	15,104,062.50
		<u>28,615,358.36</u>
66311901	BOND SERVICE FUND	<u> </u>
460	INTERFUND REVENUE	3,604,062.50
		<u>3,604,062.50</u>
570	DEBT SERVICE	3,604,062.50
		<u>3,604,062.50</u>
66611900	URF OPERATIONS&MAINT PROJECTS	<u> </u>
540	CAPITAL OUTLAY & EQUIPMENT	7,528,111.79
		<u>7,528,111.79</u>
66711900	CAPITAL DEVELOPMENT PROJECTS	<u> </u>
460	INTERFUND REVENUE	11,500,000.00
		<u>11,500,000.00</u>

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530	SERVICES AND CHARGES	50,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>20,791,029.48</u>
		20,841,029.48
68011916	SOLID WASTE	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>262,500.00</u>
		262,500.00
500	SALARY	70,500.00
510	BENEFITS	23,350.00
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	60,819.36
540	CAPITAL OUTLAY & EQUIPMENT	<u>94,000.00</u>
		249,669.36
69340407	STORMWATER PHASE II	<u> </u>
420	FEES AND CHARGES FOR SERVICES	248,000.00
430	LICENSES AND PERMITS	<u>132,000.00</u>
		380,000.00
500	SALARY	291,413.00
510	BENEFITS	147,077.00
520	MATERIALS AND SUPPLIES	4,840.00
530	SERVICES AND CHARGES	<u>37,200.00</u>
		480,530.00
70161603	FCFC GENERAL	<u> </u>
450	INTERGOVERNMENTAL	15,750.00
470	MISCELLANEOUS REVENUE	<u>45,000.00</u>
		60,750.00
500	SALARY	46,972.22
510	BENEFITS	16,071.49
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	<u>2,450.00</u>
		67,493.71
70161605	FCF SYSTEM OF CARE	<u> </u>
450	INTERGOVERNMENTAL	<u>297,751.00</u>
		297,751.00
530	SERVICES AND CHARGES	<u>297,751.00</u>
		297,751.00

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70161606	HELP ME GROW GENERAL REVENUE	<input type="text"/>
450	INTERGOVERNMENTAL	579,978.00
		579,978.00
530	SERVICES AND CHARGES	579,978.00
		579,978.00
70161608	FCFC FLEXIBLE FUNDING POOL	<input type="text"/>
470	MISCELLANEOUS REVENUE	157,293.00
		157,293.00
530	SERVICES AND CHARGES	129,180.00
		129,180.00
77112104	PROSECUTOR LAW ENF TRUST FUND	<input type="text"/>
470	MISCELLANEOUS REVENUE	35,000.00
		35,000.00
500	SALARY	28,934.38
510	BENEFITS	4,759.70
		33,694.08
77531341	SEXUAL OFFENDER REGISTRY	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	800.00
		800.00
590	CONTINGENCY/OTHER	800.00
		800.00

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

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RESOLUTION NO. 20-1178

IN THE MATTER OF APPROVING A COMPENSATION ADJUSTMENT FOR CERTAIN EMPLOYEES UNDER THE DIRECTION OF THE BOARD OF COMMISSIONERS:

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

WHEREAS, the County Administrator and the Deputy County Administrator recommend up to a two percent (2.0%) compensation adjustment for certain county employees, in the proposed 2021 Budget; and

WHEREAS, in order to equitably and expediently approve the compensation adjustments, the Board of Commissioners (the "Board") desires a policy clearly expressing the eligibility criteria;

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

Section 1. The Board hereby approves a two percent (2.0%) compensation adjustment, effective December 26, 2020 (with earning dates including December 26, 2020 and ending January 8, 2021), for certain employees under the direction of the Board, subject to the following conditions:

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- a. Except as otherwise provided herein, the pay increases approved herein shall be awarded to all employees under the direction of the Board and compensated under the County’s Compensation Management System, excluding newly hired probationary employees with Delaware County.
- b. Unless previously authorized, newly hired Delaware County employees shall receive the two percent (2.0%) increase upon their 2021 one year anniversary date and upon successful completion of their probationary / review period.
- c. In the event an employee’s salary exceeds the Board’s established wage scales or ranges as a result of the pay increase approved herein, the employee shall receive a one-time lump sum bonus equal to the two percent (2.0%) compensation adjustment as identified in the County’s Compensation Management System, which bonus shall be in lieu of, and not in addition to, an adjustment to the employee’s regular wage.
- d. This Resolution does not apply to those employees of the Board in bargaining units currently negotiating a successor bargaining agreement unless otherwise ratified and to those employees subject to a collective bargaining agreement that negotiated a specific wage adjustment for 2021.

Section 2. The County Administrator shall consult with the Deputy County Administrator and the individual department directors and supervisors to determine the employees that meet the eligibility criteria.

Section 3. The County Administrator and / or the Deputy County Administrator are hereby authorized to execute the forms and/or electronic processes necessary for the pay increases approved herein for all employees that meet the eligibility criteria.

Section 4. The Board hereby encourages all county appointing authorities to institute substantially similar eligibility criteria for the employees under their respective direction and control, and the Board directs the Clerk of the Board to distribute copies of this Resolution to all county offices.

Section 5. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 20-1179

IN THE MATTER OF CONTINUING THE EMPLOYMENT OF LEGAL COUNSEL AND FIXING THE COMPENSATION TO BE PAID FOR LEGAL SERVICES PURSUANT TO R.C. 309.09(C):

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney;

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

Section 1. The Board hereby authorizes continuing the employment of legal counsel for 2021, to represent the Board in its official capacity and to advise it on legal matters.

Section 2. The Board hereby fixes the compensation of the staff attorney for 2021 at \$121,112.16, payable in twenty-six equal biweekly payments, plus all fringe benefits already awarded pursuant to prior resolutions and Board policies.

Section 3. The County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 21, 2020**

RESOLUTION NO. 20-1180

IN THE MATTER OF AUTHORIZING A DESIGNATED ROTH ACCOUNT FEATURE AS AN ADDITIONAL CONTRIBUTION OPTION WITHIN THE STATE OF OHIO DEFERRED COMPENSATION PROGRAM FOR DELAWARE COUNTY EMPLOYEES:

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

WHEREAS, the State of Ohio operates the Ohio Deferred Compensation Program, which is a plan in accordance with 26 U.S.C. 457 available to employees of Delaware County, and the Ohio Deferred Compensation Program offers a designated Roth account feature within the 457 plan; and

WHEREAS, the Delaware County Board of Commissioners supports authorizing a designated Roth account feature as an additional contribution option within the State of Ohio Deferred Compensation Program 457 plan, as an additional benefit that can assist county employees save for retirement by expanding their contribution options for varying tax strategies;

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

Section 1. This Board hereby authorizes a designated Roth account feature as an additional contribution option within the State of Ohio Deferred Compensation Program 457 plan.

Section 2. This Board directs the County Administrator to, in consultation with the County Auditor, execute documents necessary to carry this Resolution into effect and to provide information to county employees regarding the new Roth 457 plan option.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Bridges/Community Action has a program to assist those who need help with rent, mortgage and/or utilities. Call 740-369-3184.

-Merry Christmas!

Commissioner Merrell

-Wanted to mention that Trey Sermon was a former Oklahoma player. Sermon ran for 331 yards in the Big Ten playoff game beating the record set by Eddie George.

-Christmas is a time to spend with family. God Bless everyone.

Commissioner Benton

-Last week the business grant recipients were notified and have heard from several business owners grateful for the help.

-Congrats to the Ohio State Buckeyes on their win.

-Merry Christmas!

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RESOLUTION NO. 20-1181

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of pending or imminent litigation; for collective bargaining; for security arrangements and emergency response protocols.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 21, 2020**

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

RESOLUTION NO. 20-1182

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners