

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

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

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

1
RESOLUTION NO. 21-165

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 4, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 4, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-166

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0305:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0305 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Phoenix (P2101000)	EMS PPE	10011303-5225	\$25,000.00
Quality Care (P2101165)	Job and Family Services	22511607-5342	\$10,000.00
NECCO (P2101602)	Job and Family Services	70161605-5342	\$30,150.00
Keystone (P2101603)	Job and Family Services	70161605-5342	\$34,425.00
Village Network (P2101604)	Job and Family Services	70161605-5342	\$36,775.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2102384	SILLING ASSOCIATES INC	DESIGN SERVICES - 5TH DISTRICT JUDGE BUILDOUT -	42011438 - 5410	\$ 24,900.00
R2102407	WONDER WITHIN LLC	YOGA & WELLNESS CLASSES	60211924 - 5301	\$ 10,000.00
R2102410	JAGS ENVIRONMENTAL INC	FLOW LOGGERS - SENSORS RSD	66211900 - 5260	\$ 17,990.00
R2102410	JAGS ENVIRONMENTAL INC	TRAINING ON THE NEW FLOW METERS	66211900 - 5305	\$ 750.00
R2102423	STATEWIDE FORD	8 PATROL VEHICLES - RESOLUTION 21-160	41711436 - 5450	\$366,070.00
R2102424	INSIGHT PUBLIC SECTOR INC	PATROL VEHICLE IN-CAR VIDEO SYSTEMS - RESOLUTION	41711436 - 5450	\$ 31,418.04
R2102425	INSIGHT PUBLIC SECTOR INC	PATROL VEHICLE MDT SYSTEMS - RESOLUTION 21-160	41711436 - 5450	\$ 24,119.68

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

3
RESOLUTION NO. 21-167

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

The Court of Common Pleas is requesting that Kirsten Allnut attend Firearms and Explosives, Court Officers Firearms Basics training in London, Ohio May 11-20, 2021; at the cost of \$1,112.40; (fund number 25622303)

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

**4
RESOLUTION NO. 21-168**

IN THE MATTER OF APPROVING GRANT AWARDS FOR THE DELAWARE COUNTY TRAIL ASSISTANCE PROGRAM:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board"), through its Trails Committee, administers the Delaware County Trail Assistance Program to help further pedestrian trail development throughout Delaware County; and

WHEREAS, the Trails Committee has received applications for grant funding assistance for the 2020 funding cycle as follows:

CITY OF DELAWARE	\$75,000
CONCORD TOWNSHIP	\$15,000
LIBERTY TOWNSHIP	\$71,200
ORANGE TOWNSHIP	\$20,000
SCIOTO AREA CORPS COOPERATING ASSOCIATION	\$73,675
VILLAGE OF SUNBURY	\$77,563

WHEREAS, the Trails Committee recommends to the Board, the following grant awards to the following applicants:

LIBERTY TOWNSHIP	\$25,000
ORANGE TOWNSHIP	\$20,000
VILLAGE OF SUNBURY	\$55,000

WHEREAS, specific to the funding application submitted by Orange Township, the Trails Committee recommends conditional approval of the application, with funding being subject to the delivery of an executed memorandum of understanding between each affected land owner and Orange Township; and

WHEREAS, should those memoranda of understanding not be received by the Trails Committee by March 1, 2021, Orange Township would forfeit its grant award, and the funding awarded to Orange Township would be reallocated in equal parts to the Liberty Township and Village of Sunbury projects;

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

Section 1. The Board hereby approves the grant awards through the Delaware County Trail Assistance Program funds as follows:

LIBERTY TOWNSHIP	\$25,000.00
VILLAGE OF SUNBURY	\$55,000.00
ORANGE TOWNSHIP	\$20,000.00

Section 2. The Board hereby authorizes the County Administrator to prepare, approve, and execute Recreational Trail Grant Agreements with the Liberty Township Board of Trustees, the Village of Sunbury, and the Orange Township Board of Trustees, consistent with the awards approved herein.

Section 3. The approval of the Orange Township funding shall be considered to be conditional and is subject to the receipt of an executed memorandum of understanding between each affected property owner and Orange Township, and if all necessary memoranda of understanding are not received by 5:00 PM on March 1, 2021, then the funding conditionally awarded to Orange Township shall be reallocated in equal parts to Liberty Township and the Village of Sunbury.

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

**5
RESOLUTION NO. 21-169**

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT:

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator:

Appointing Authority: Delaware County Soil And Water Conservation District Board
Office/Department: Delaware County Soil And Water Conservation District

Daily spending per card: \$2,500
 Monthly spending per card: \$5,000
 Single transaction limit: \$2,500
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50

Name on Card: Matt Lanum
 Department Coordinator: Susan Kuba

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

6
RESOLUTION NO. 21-170

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS AND FIRST AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS CHRISTIAN CHILDREN’S HOME OF OHIO, INC. AND NORTHEAST OHIO ADOPTION SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 Jobs & Family Services recommends approval of the following contracts and first amendments with Christian Children’s Home of Ohio, Inc. and Northeast Ohio Adoption Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts and first amendments for Child Care Placement provider Christian Children’s Home of Ohio, Inc. and Northeast Ohio Adoption Services:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: Christian Children’s Home of Ohio, Inc. Address: 2685 Armstrong Road Wooster, Ohio 44691 Initial service period: 02/17/21 through 06/30/21	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)

Christian Children’s Home of Ohio, Inc.

**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 AND CHRISTIAN CHILDREN’S HOME OF OHIO, INC.**

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

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 Christian Children’s Home of Ohio, Inc. (“Provider”) (“First Amendment”) is entered into this 8th day of March, 2021.

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 02/17/21 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 02/17/21 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.
- 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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

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 (\$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 - 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 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.

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.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Name: Northeast Ohio Adoption Services 5000 East Market Street, Suite 26 Warren, Ohio 44484</p> <p>Initial service period: 02/17/21 through 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>

Northeast Ohio Adoption Services

**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 AND NORTHEAST OHIO ADOPTION SERVICES.**

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 Northeast Ohio Adoption Services (“Provider”) (“First Amendment”) is entered into this March 8, 2021.

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 03/08/21 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 03/08/21 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.
- 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).

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

- 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.

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 (\$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 3 - Miscellaneous

- A. **Exhibits to Agreement.**
 1. Exhibit I – 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 exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

- 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.
- 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

7
RESOLUTION NO. 21-171

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SPEAKWRITE, LLC, FOR VERBAL TRANSCRIPTION SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following second amendment to the contract with SpeakWrite, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following second amendment to the contract with SpeakWrite, LLC, for Verbal Transcription Services:

**Second Amendment
To
Contract for the Purchase of
Verbal Transcription Services
Between
Delaware County Board of County Commissioners
and
Speakwrite, LLC**

This Second Amendment of the Contract For The Provision of Verbal Transcription Services is entered into this 8th day of March, 2021 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Speakwrite, LLC (hereinafter “Provider”) whose address is 6011 West Courtyard Drive, Suite 450, Austin, Texas, 78730 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Verbal Transcription Services on April 1, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through April 30, 2022.
 - B. The maximum amount payable pursuant to this contract shall be \$24,000 for the service period May 1, 2021 through April 30, 2022.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

C. Speakwrite Scope of Services dated November 1, 2019 shall be incorporated into the contract effective May 1, 2021.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

8
RESOLUTION NO. 21-172

IN THE MATTER OF APPROVING A FUND TRANSFER FOR JOB AND FAMILY SERVICES:

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

Fund Transfer			
From		To	
22311611-5801		22411603-4601	\$120,137.92
Workforce Investment Act/Transfers		JFS Workforce/Interfund Revenues	

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

9
RESOLUTION NO. 21-173

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF PUBLIC SAFETY GRANT FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, the Delaware County Emergency Medical Services Department has applied for and been awarded the 2020-2021 Training & Equipment Grant (the "Grant"); and

WHEREAS, the Grant provides funding for the purchase of training and equipment; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	21-E002
Source:	Ohio Department of Public Safety
Grant Period:	July 01, 2020 – December 31, 2020

Federal Grant Amount:	\$0.00
Local Match:	<u>\$0.00</u>
Total Grant Amount:	\$3,588.78

Section 2. The Board hereby authorizes the County Administrator as the designated official, to execute reports and administrative documents for the Grant.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

10

RESOLUTION NO. 21-174

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMERGENCY MEDICAL SERVICES:

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

Transfer of Appropriation

From: 10011303-5335 Emergency Medical Services/Rental Services	To: 10011303-5450 Emergency Medical Services/Machinery & Equip	9,350.00
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

11

RESOLUTION NO. 21-175

IN THE MATTER OF ADOPTING AN UPDATED DELAWARE COUNTY BOARD OF COMMISSIONERS MILITARY LEAVE POLICY:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
MILITARY LEAVE POLICY**

XXXVII. MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

A. Paid Military Leave

County employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the County as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a federal fiscal year. Public safety

employees as defined in O.R.C. § 5923.05 are authorized up to seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours, within one federal fiscal year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for Public safety employees, in a federal fiscal year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and their gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceeds the employee's gross wages from the County for that period.

Employees who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, in a federal fiscal year may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, in a federal fiscal year, the employee shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Also see Family and Medical Leave Act Policy

<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/03/FMLA.pdf>

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

12

RESOLUTION NO. 21-176

IN THE MATTER OF TRANSFERRING REAL PROPERTY AT THE DELAWARE COUNTY FAIRGROUNDS TO THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) currently owns certain parcels of real property that comprise the Delaware County Fairgrounds, and the Delaware County Agricultural Society (the “Society”) owns the other parcels of real property that comprise the Delaware County Fairgrounds; and

WHEREAS, the Society conducts and holds the annual exhibition known as the Delaware County Fair at the Delaware County Fairgrounds; and

WHEREAS, the ownership of the Delaware County Fairgrounds being divided between the Board and the Society has, on occasion, resulted in questions of ownership, control, and liability related to activities conducted at the Delaware County Fairgrounds; and

WHEREAS, the Society has exercised management and control of the Delaware County Fairgrounds, in accordance with Chapter 1711 of the Revised Code, both during the Delaware County Fair and the remainder of the year; and

WHEREAS, the Board and the Society mutually desire to consolidate ownership of the Delaware County Fairgrounds in the Society, subject to certain conditions and in accordance with Chapter 1711 of the Revised Code;

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

Section 1. The Board hereby approves the transfer of real property at the Delaware County Fairgrounds to the Society in accordance with the following Quitclaim Deed:

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT the **Delaware County Commissioners a/k/a the Board of County Commissioners of Delaware County, Ohio**, the Grantor herein, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, release, and quitclaim to the **Delaware County Agricultural Society**, the Grantee herein, all right, title, and interest in fee simple in the seven tracts of real property described in Exhibits A through G, attached hereto and fully incorporated herein, (the “Property”) being the real property Grantor acquired by the following deeds of record in the Office of the Delaware County Recorder, Official Record:

Tract	Prior Instrument Reference
A	Vol. 192, Page 589
B	Vol. 192, Page 592
C	Vol. 193, Page 160
D	Vol. 193, Page 161
E	Vol. 198, Page 92
F	Vol. 446, Page 575
G	Vol. 539, Page 61

The Property consists of the following parcel numbers: 51942301001000, 51942301002000, 51942301005000, 51942301006000, 51942301007000, and 51942203023000.

This deed is made and accepted on the condition that the Property shall be used solely as the site of the Delaware County Fairgrounds as now used and located, and that Grantee, Grantee’s successors or assigns shall forever use the Property solely for such purposes. The Property shall revert to Grantor, and Grantee, Grantee’s

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

successors or assigns shall forfeit all rights to it, upon the occurrence of any of the following conditions: (a) dissolution of the Grantee; (b) the Grantee relocates the entirety of its operations from its current location; (c) the Grantee determines that a parcel identified in this deed is no longer needed for Grantee's operations, the Grantee makes that determination in accordance with Ohio law, and the Grantee transfers that parcel to anyone other than the Grantor; or (d) the Delaware County Fair ceases to operate at its current location for five consecutive years for reasons other than force majeure, Act of God, act of war, or orders of the government.

This deed is made and accepted on the further condition that the Grantee may not sell, or exclusively lease for a period greater than one month, any part of the Property without first providing written notice to and obtaining the written consent of the Grantor, subject to the Grantor's sole discretion. If the Grantor does not consent to the sale or lease upon notice thereof, the Grantor may require that the Grantee transfer the Property to the Grantor by quitclaim deed at no cost to the Grantor. The Grantee acknowledges that these restrictions are pursuant to section 1711.25 of the Revised Code, are for the benefit of the Grantor, shall continue in perpetuity, and may be enforced by the Grantor in every lawful manner.

This deed is made and accepted on the further condition that the Grantee may not encumber any portion of the Property with any debt, by mortgage or otherwise, without the written consent of the Grantor. The Grantee acknowledges that these restrictions are pursuant to sections 1711.13 and 1711.33 of the Revised Code, are for the benefit of the Grantor, shall continue in perpetuity, and may be enforced by the Grantor in every lawful manner.

To have and to hold said Property unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

Section 2. The transfer approved herein shall be contingent upon the Society's written acceptance of the conditions stated in the Quitclaim Deed, as evidenced by the Society's authorized representative's notarized signature on the Quitclaim Deed.

Section 3. The Board hereby authorizes the County Administrator to execute the Quitclaim Deed on its behalf and to approve and execute any other documents necessary to effect the transfer approved herein.

Section 4. This Resolution shall be effective immediately upon adoption.

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

13

RESOLUTION NO. 21-177

IN THE MATTER OF APPROVING A TEMPORARY ACCESS EASEMENT, A TEMPORARY EASEMENT, AND A RELEASE, BY AND BETWEEN THE BOARDS OF COUNTY COMMISSIONERS OF CHAMPAIGN COUNTY, DELAWARE COUNTY, MADISON COUNTY, AND UNION COUNTY, OHIO, AND COLUMBIA GAS TRANSMISSION, LLC, RELATED TO NATURAL GAS UTILITY WORK ON THE CENTRAL OHIO YOUTH CENTER SITE IN MARYSVILLE, OHIO:

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

WHEREAS, Columbia Gas Transmission, LLC, is in need of performing work on the natural gas line that crosses the Central Ohio Youth Center Site, requiring certain temporary easements for access and construction; and

WHEREAS, the site is co-owned by Champaign, Delaware, Madison, and Union Counties, and the necessary documents must be approved and signed by each Board of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the following temporary access easement, temporary easement, and release:

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT (this "Agreement"), is made as of this 8th day of March, 2021, by and between Champaign County, Ohio, Delaware County, Ohio, Madison County, Ohio and Union County, Ohio, whose address is 18100 St. Rt. 4 Marysville, Ohio 43040 (whether one or more, the "Grantor"), and Columbia Gas Transmission, LLC, Delaware Limited Liability Company, whose address is 700 Louisiana St., Suite 700, Houston, TX 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Joint District Juvenile Detention Board of Champaign, Delaware, Logan, Madison and Union Counties to Champaign County, Ohio, Delaware County, Ohio, Madison County, Ohio and Union County, Ohio recorded in the County Clerk's Office for Union County, Ohio in OR vol. 744, Page 766, and OR vol. 744, Page 770, and

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

Instrument Number 201503170001966, with property tax parcel identification number 29- 0009021.0000, being more particularly described in Exhibit B attached hereto and incorporated herein (the "Property"); and

WHEREAS, in connection with the construction, operation, repair, maintenance, replacement, alteration, reconstruction and removal or abandonment of Grantee's facilities (the "Facilities"), Grantee desires the temporary right to use a portion of the Grantor's Property to access Grantee's Facilities located on Grantor's Property and/or on the property adjacent or proximate to Grantor's Property .

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Access Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, privilege and easement to survey, excavate, construct, operate, inspect, improve, upgrade, alter, maintain, make use of, change the size of, repair, reconstruct, replace, remove and/or abandon in place a temporary access road and/or easement area, as depicted and/or more particularly described in Exhibit A attached hereto and incorporated herein (the "Temporary Access Easement") for use by Grantee, its employees, agents, contractors, subcontractors, successors and assigns as a means of access, ingress and egress for equipment, machinery, vehicles, supplies, and personnel to and from the Facilities located on, over, across and/or through the Property and/or on the property adjacent or proximate to the Property, together with the right, privilege and easement to enter upon and use such portions of the Property and any adjoining land owned by Grantor as are reasonably necessary for the full use of the rights granted herein. Construction of the Temporary Access Easement shall be at Grantee's expense.
2. **Use** - The rights granted to Grantee hereunder shall not extend generally for the use of the public and are limited to and for the use of Grantee, its employees, agents, contractors, subcontractors, successors and assigns. Subject to Grantee's prior written approval, Grantor shall have the right to make reasonable use of the Temporary Access Easement for purposes which, and in such manner as, will not interfere with Grantee's full enjoyment of the rights hereby granted; however, Grantor shall obtain Grantee's prior written approval before granting any third party the right to use the Temporary Access Easement.
3. **Location.** Grantor and Grantee acknowledge that the actual location of the Temporary Access Easement may change because of engineering and/or site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Temporary Access Easement to conform to the actual location of the Temporary Access Easement. If such documents are required, they will be prepared by Grantee at Grantee's expense.
4. **Restoration.** At such time as Grantee no longer requires the use of the Temporary Access Easement for the purposes set forth herein, Grantee shall restore the surface of the Temporary Access Easement as near as practicable to its condition immediately prior to Grantee's use.
5. **Term.** This Temporary Access Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Facilities, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Facilities, but no longer than six (6) months from the start of construction.
6. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, assigns, executors, administrators, and legal representatives.
7. **Indemnification.** Grantee shall indemnify and hold harmless the Grantor and all of its agent, employees and /or representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from the surveying, excavation, construction, operation, inspection, improvement, upgrading, alteration, maintenance, repair, reconstruction, renewal, replacement or removal of said pipelines on, over, under and across said premises, unless caused by the negligence or willful misconduct of the Grantor, its agents, employees and/or representatives.
8. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.
9. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

- 10. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.
- 11. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one of the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.
- 12. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.
- 13. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.
- 14. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.
- 15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

EXHIBIT A

TEMPORARY ACCESS EASEMENT



**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Situated in the County of Union, in the State of Ohio and Township of Paris being part of V.M.S. No. 5392, and bounded and described as follows: Commencing at a point in the center of State Highway Route No. 4 (Marysville-Marion Road), said point being the Northwestern corner of the Union County Commissioners 76.00 acre tract described in Union County Deed Record Volume 13 Page 35; thence with the center-line of said road South 26° 00' West 509 feet to the true point of beginning; thence North 82° 55' East (passing over an iron pin at 47.35 feet) 752.00 feet to an iron pin; thence South 3° 00' West 406.80 feet to an iron pin; thence South 82° 55' West 708.37 feet to an iron pin; thence North 63° 53' West (passing over an iron pin at 155.74 feet) 195.74 feet to a point in the center of said road; thence with the center-line of said road North 26° 00' East 350.00 feet to the point of beginning containing 7.50 acres, more or less, but subject to the legal road right of way and to all other easements of record.

Tax Parcel ID Number: 29-0009021.0000

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (this "Agreement"), is made as of this 8th day of March, 2021, by and between Champaign County, Ohio, Delaware County, Ohio, Madison County, Ohio and Union County, Ohio (whether one or more, the "Grantor"), with an address of 18100 St. Rt. 4 Marysville, Ohio 43040, and Columbia Gas Transmission, LLC, Delaware Limited Liability Company, with an address of 700 Louisiana St., Suite 700, Houston, TX 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Deed, dated July 19, 2007, from Joint District Juvenile Detention Board of Champaign, Delaware, Logan, Madison and Union Counties to Champaign County, Ohio, Delaware County, Ohio, Logan County, Ohio, Madison County, Ohio and Union County, Ohio recorded in the County Clerk's Office for Union County, Ohio in OR vol. 744, Page 766, and OR vol. 744, Page 770, and Instrument Number 201503170001966, with property tax parcel identification number 29-0009021.0000, being more particularly described in Exhibit B attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's D-624 Pipeline Replacement Project (the "Project") on, over, under, across and/or through Grantor's Property, in the area more particularly described in Exhibit A attached hereto and incorporated herein .

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "Temporary Easement Area") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area over and across the Grantor's Property and any adjoining land owned by Grantor, and Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use a new and/or existing road for ingress and egress.

2. **Restoration.** At such time as Grantee no longer requires the use of the Temporary Easement Area for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

description of the Temporary Easement Area to conform to the actual location of the Temporary Easement Area. If such documents are required, they will be prepared by Grantee and Grantee's expense.

4. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project, but no longer than six (6) months from the start of construction.

5. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

6. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

7. **Indemnification.** Grantee shall indemnify and hold harmless the Grantor and all of its agent, employees and /or representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from the surveying, excavation, construction, operation, inspection, improvement, upgrading, alteration, maintenance, repair, reconstruction, renewal, replacement or removal of said pipelines on, over, under and across said premises, unless caused by the negligence or willful misconduct of the Grantor, its agents, employees and/or representatives .

8. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators , and legal representatives. In the event Grantor intends to sell or transfer the Property prior to the termination of this Agreement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

9. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

10. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

11. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

12. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

13. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

EXHIBIT A
 TEMPORARY EASEMENT AREA

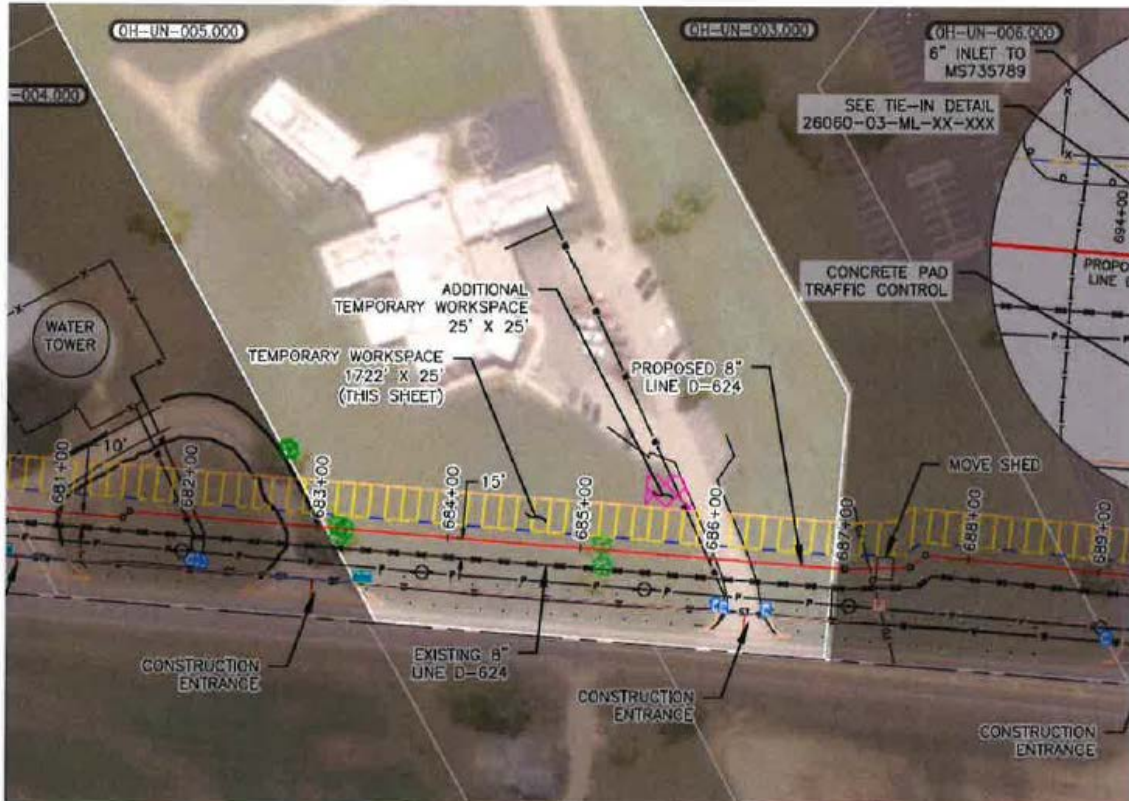


EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Situated in the County of Union, in the State of Ohio and Township of Paris being part of V.M.S. No. 5392, and bounded and described as follows: Commencing at a point in the center of State Highway Route No. 4 (Marysville-Marion Road), said point being the Northwestern corner of the Union County Commissioners 76.00 acre tract described in Union County Deed Record Volume 13 Page 35; thence with the center-line of said road South 26° 00' West 509 feet to the true point of beginning; thence North 82° 55' East (passing over an iron pin at 47.35 feet) 752.00 feet to an iron pin; thence South 3° 00' West 406.80 feet to an iron pin; thence South 82° 55' West 708.37 feet to an iron pin; thence North 63° 53' West (passing over an iron pin at 155.74 feet) 195.74 feet to a point in the center of said road; thence with the center-line of said road North 26° 00' East 350.00 feet to the point of beginning containing 7.50 acres, more or less, but subject to the legal road right of way and to all other easements of record.

Tax Parcel ID Number: 29-0009021.0000

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

RELEASE

Owner: Champaign County, Ohio, Delaware County, Ohio, Logan County, Ohio, Madison County, Ohio and Union County, Ohio
Property: Address: 18100 St. Rt. 4 Marysville, Ohio 43040
Tax Parcel No.: 29-0009021.0000
Legal Description: Property described in deed of record in Union County, Ohio, in OR vol. 744, Page 766, and OR vol. 744, Page 770, and Instrument Number 201503170001966
Company: Columbia Gas Transmission, LLC, Delaware Limited Liability Company
Payment: One Thousand and 00/100 Dollars (\$1,000.00)
Check/Wire Transfer No. (if applicable):

In consideration of the Payment, the receipt and sufficiency of which are hereby acknowledged, the undersigned Owner, its successors and assigns, hereby forever releases and discharges Company, its successors, assigns, affiliates, agents, contractors and subcontractors, from all claims and damages arising from, related to, or caused by the laying, construction, operation, maintenance, replacement, alteration and/or removal or abandonment of Company's facilities on the Property, including any restoration activities, or any other exercise of Company's rights involving the Property.

Owner acknowledges receipt of the Payment and agrees that the Payment constitutes and shall be deemed to be full consideration for the release of the above claims, and the Company is hereby released from any further damages related thereto. Owner further acknowledges that execution of this Release and the actions taken pursuant to this Release shall not be construed to be an admission of fault or liability on the part of any party with respect to the claims and damages set forth above.

Owner acknowledges and warrants that Owner is the lawful owner of the Property and has authority and capacity to execute this Release and receive the Payment.

Date: OWNER:
Champaign County, Ohio
By:
Name:
Title:
Date: Delaware County, Ohio
By:
Name:

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

14 RESOLUTION NO. 21-178

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the "DCBDD") is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") shall appoint individuals to the DCBDD, pursuant to section 5126.021, et seq., of the Revised Code; and

WHEREAS, there is currently a vacancy on the DCBDD for an unexpired term, and notice of the vacancy was published in accordance with section 5126.027 of the Revised Code; and

WHEREAS, Dennis Mowrey has applied for appointment to this seat on the DCBDD, has completed the required declaration of eligibility, and is not disqualified from appointment;

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

Section 1. The Board hereby appoints Dennis Mowrey to the DCBDD for the term ending December 31, 2024. The appointment shall be effective immediately upon adoption of this Resolution.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and a copy of the appointee's declaration of eligibility to the Superintendent of the DCBDD.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

15

RESOLUTION NO. 21-179

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0047	AEP - Ohio	Steitz Road	Install pole
UT21-0048	Everstream Solutions, LLC	Green Meadows Drive	Install conduit
UT21-0049	Frontier Communications	E. Orange Road	Bore & place aerial cable
UT21-0050	Team Fishel	S. Old State Road	Directional bore road
UT21-0051	Spectrum	Berlin Station Road	Place buried cable

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

16

RESOLUTION NO. 21-180

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE 2021 HSIP WORTHINGTON ROAD IMPROVEMENTS:

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

SUPPLEMENTAL APPROPRIATION

29440453-4509	2021 HSIP Worthington Improv/Federal Grants	\$350,721.00
29440453-5427	2021 HSIP Worthington Improv/Eng Const & Design	\$350,721.00

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

17

RESOLUTION NO. 21-181

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG0514	2006 Ford F-350 Pickup Truck	1FDWF37PX6EA66687
ENG0515	2006 Ford F-350 Pickup Truck	1FDWX36P46EB82398
ENG0605	2005 Dodge Ram 1500 Pickup Truck	1D7HU16N46J202350
ENG0704	2007 Dodge Ram 1500 Pickup Truck	1D7HU16P371617131

(hereinafter collectively referred to as the "Property").

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has no value and may be discarded, salvaged, or sold or donated without further advertisement.

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

18
RESOLUTION NO. 21-182

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR LIBERTY GRAND DISTRICT SECTION 3 AND LIBERTY GRAND DISTRICT SECTION 4:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Liberty Grand District Section 3 and Liberty Grand District Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Liberty Grand District Section 3 and Liberty Grand District Section 4:

Liberty Grand District Section 3

OWNER’S AGREEMENT
PROJECT NUMBER: 21015

THIS AGREEMENT, executed on this 8th day of March 2021 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 3**, further identified as Project Number 21015 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

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-ONE THOUSAND DOLLARS (\$31,000)** 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	\$530,000
CONSTRUCTION BOND AMOUNT	\$530,000
MAINTENANCE BOND AMOUNT	\$ 53,000
INSPECTION FEE DEPOSIT	\$ 31,000

Liberty Grand District Section 4

OWNER'S AGREEMENT
PROJECT NUMBER: 21016

THIS AGREEMENT, executed on this 8th day of March 2021 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Liberty Grand District Section 4**, further identified as Project Number 21016 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.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-NINE THOUSAND DOLLARS (\$39,000)** 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	\$645,500
CONSTRUCTION BOND AMOUNT	\$645,000
MAINTENANCE BOND AMOUNT	\$ 64,500
INSPECTION FEE DEPOSIT	\$ 39,000

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021

RESOLUTION NO. 21-183

RESOLUTION TO SELECT AN ALTERNATE TO SERVE IN PLACE OF THE PRESIDENT OF THE BOARD ON THE DELAWARE GENERAL HEALTH DISTRICT ADVISORY COUNCIL:

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

WHEREAS, pursuant to section 3709.03 of the Revised Code, the president of the board of county commissioners shall serve on a district advisory council for a general health district, and a board of county commissioners may select an alternate from among themselves to serve if the president is unable to attend any meeting of the district advisory council; and

WHEREAS, the Delaware General Health District Advisory Council is scheduled to meet this Thursday, May 11, 2021, and the President of the Delaware County Board of Commissioners (the "Board") is unable to attend the meeting; and

WHEREAS, the Board desires to select an alternate to serve in place of the President of the Board on the Delaware General Health District Advisory Council;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby selects Barb Lewis, Vice-President of the Board, as an alternate to serve in place of the President of the Board on the Delaware General Health District Advisory Council;

BE IT FURTHER RESOLVED that the alternate selected herein may vote on any matter on which the member is authorized to vote, pursuant to section 3709.03(A) of the Revised Code.

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

19

ADMINISTRATOR REPORTS

-no reports today

20

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Executive MORPC meeting; Federal Legislation to reinstate "earmarking" not in favor however, if it happens need to address ways to help make sure county is included.
- MORPC Broadband Access meeting; lacking in rural areas
- DKMM Meeting Tuesday

Commissioner Lewis

- Justice and Public Safety/Metro committee, developing ways to fund jail construction in a process that is fair
- Later today NACCO Legislative Committee Board- expected to address FEMA issues

Commissioner Merrell

-none

21

**CHRIS BAUSERMAN, COUNTY ENGINEER
ROB, RILEY, CHIEF DEPUTY ENGINEER
PRESENTATION/UPDATE ON COUNTY ROAD AND BRIDGE PROJECTS**

22

RESOLUTION NO. 21-184

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISCIPLINE, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, AND FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

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

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2021**

Section 1. The Board hereby adjourns into executive session for consideration of Employment, Discipline, Compensation of a Public Employee or Public Official, and for Security Arrangements and Emergency Response Protocols.

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

RESOLUTION NO. 21-185

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners