

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 14, 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

10:00 A.M. Reconvening of Public Hearing To Address The Ribov #620 Watershed Drainage Improvement Petition Project

1
RESOLUTION NO. 21-521

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 10, 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 June 10, 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
PUBLIC COMMENT

3
RESOLUTION NO. 21-522

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0611:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 0611 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Various JFS PRC (P2101017)	Job and Family PRC Program	22411602-5348	\$ 10,000.00
Various JFS CCMEP (P2101017)	Job and Family CCMEP Program	22311611-5348	\$ 12,000.00
Various JFS PASSS (P2101017)	Job and Family PASSS Program	22511607-5350	\$ 30,000.00
Various JFS Day Care (P2101017)	Job and Family Day Care Program	22511607-5348	\$ 55,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2103416	QUALITY MASONRY CO INC	HISTORIC COURTHOUSE CUPOLA REPAIRS	40111402 - 5410	\$17,500.00
R2103444	MANAGERPLUS SOLUTIONS LLC	SOFTWARE	10011106 - 5320	\$6,300.00

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

4
RESOLUTION NO. 21-523

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM SMSHERRY, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D3 and D5 liquor license request from SMSHERRY LLC, located at 5919 Evans Farm Drive, Suite D&E,

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Lewis Center,, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5

DELAWARE COUNTY BOARD OF ELECTIONS
KARLA HERRON, DIRECTOR DELAWARE COUNTY BOARD OF ELECTIONS
ANTHONY SAADEY, DEPUTY DIRECTOR DELAWARE COUNTY BOARD OF ELECTIONS

6

RESOLUTION NO. 21-524

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

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Contract between the Knox County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

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

CONTRACT FOR RECIPROCAL INMATE HOUSING

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 14th of June, 2021 by and between the Delaware County Board of Commissioners, and Knox County Board of Commissioners, (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, *et seq.*, and 341.12, *et seq.* of the Revised Code.

Section 2 - Purpose

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the other Party's jail facilities. The Party that needs to house an inmate in the other Party's jail shall be referred to as the Sending County. The Party that receives the inmate shall be referred to as the Receiving County.

Section 3 - Contract Administrator

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

Section 4 - Scope

Sending County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or due to certain circumstances is unable to house a particular inmate. Receiving County and Sending County desire that Receiving County provide jail services to Sending County and have Sending County's inmates incarcerated and cared for in the Receiving County Jail for such periods as may be directed by the Courts and / or Sending County .

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

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

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

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

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

Section 5 - Transportation Expenses

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

Section 6 - Confinement Expenses

Sending County shall be invoiced monthly by the Receiving County Sheriff, for each person confined in the Receiving County Jail pursuant to this Agreement, as follows: for inmates housed in Delaware County the sum of \$83.00 per inmate day during the inmate's confinement, and for inmates housed in Knox County the sum of \$83.00 per inmate day during the inmate's confinement. "Inmate day" is any one calendar day, or any part thereof, separately computed for each of Sending County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Receiving County, Ohio, or any of his agents or employees.

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

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

Notwithstanding any term of this Agreement, Receiving County may require inmate reimbursements in accordance with section 341. 14(B)-(C) of the Revised Code, without any right of setoff to Sending County.

Section 7 - Care Expenses

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

In the event hospitalization is deemed necessary, Receiving County shall notify Sending County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Sending County, and Sending County shall provide their own security.

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

Section 8 - Habeas Corpus Expenses

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

Section 9 - Liability

Receiving County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Sending County's sheriff nor any of the Sending County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Receiving County. The Parties agree that under R.C. 341.18, Receiving County shall have a right of action against Sending County for damages to the Receiving County Jail or other Receiving County property done by any inmate confined pursuant to this Agreement. Sending County shall not be required to reimburse Receiving County for ordinary wear and tear of Receiving County property occurring during confinement of Sending County's inmates pursuant to this Agreement.

Section 10 - Right to Refuse Inmates

Receiving County reserves the right to reject any and all persons who, because of medical or mental health conditions, are unsafe to incarcerate. The Receiving County Sheriff shall not commit inmates from Sending County that are suffering from any communicable, contagious, infectious, or venereal disease. Should any inmate committed by Sending County develop or contract any such disease while detained at Receiving County Jail, or having received any inmate so affected without knowledge thereof, upon discovery of such condition in any such inmate thereafter, Receiving County may refuse to keep such inmates. Upon such refusal to keep said inmate, Receiving County shall immediately notify Sending County or Sending County's Sheriff's Office and advise of same. Upon notification provided herein, Sending County shall, at its own expense, promptly remove or cause to be removed such inmate from the Receiving County Jail.

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

Section 11-Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until June 30, 2024, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Receiving County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates incarcerated at the time notice of termination is given to the other Party.

Section 12 - Miscellaneous Terms & Conditions

- 12.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Receiving County and Sending County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 12.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Receiving County, Ohio.
- 12.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 12.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific

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term or provision or future breach.

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

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

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RESOLUTION NO. 21-525

IN THE MATTER OF AWARDING THE BID FOR THE PROJECT KNOWN AS THE CDBG PY2020 PARKING, DRAINAGE, & RELATED IMPROVEMENTS FOR KILBOURNE PLANNED COMMERCIAL DISTRICT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved the Program Year 2020 Community Development Block Grant Agreement B-F-20-1AT-1 with the Ohio Development Services Agency, per Resolution No. 20-932, which includes the project known as the CDBG PY2020 Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District (the "Project"); and

WHEREAS, on May 6, 2021, the Board adopted Resolution No. 21-377, approving bid documents and setting the bid date for the Project; and

WHEREAS, bids for the Project were received on June 1, 2021, with only one bid received; and

WHEREAS, the Delaware County Economic Development Specialist and the engineer for the Project have evaluated the bid that was received and jointly recommend awarding the Base bid and Alternate B to Precision Sitework Company;

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

Section 1. The Board hereby awards the Base bid and Alternate B for the Project to Precision Sitework Company, contingent upon the successful execution of a final agreement in accordance with the approved bid documents, and approves issuance of the Notice of Award.

Section 2. The Board hereby directs the Economic Development Specialist to deliver the Notice of Award and prepare the final agreement for the Board's consideration.

NOTICE OF AWARD

Date of Issuance: June 14, 2021
Owner: Delaware County Commissioners Owner's Project No.:
Engineer: Gandee Heydinger Group Engineer's Project No.: 18-050-02

Project: Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District
Contract for:
Bidder: Precision Sitework Company
Bidder's Address: P.O. Box 7625 Columbus, OH 43207

You are notified that Owner has accepted your Bid dated June 1, 2021, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Provision of concrete sidewalks, sewage systems, and parking lot

The Contract Price of the awarded Contract is **\$277,500**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Allowance Work, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award and one copy of Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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Drawings will be delivered separately from the other Contract Documents.

Deliver the following documents within five days of the date of receipt of this Notice of Award, that is by June 21, 2021:

1. Three counterparts of Agreement, signed by Bidder (as Contractor);
2. Contract Security and insurance documentation, as specified in Instructions to Bidders and in General Conditions, Articles 2 and 6;
3. Documentation proving enrollment in good standing in Drug-Free Workplace Program; and

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of Contract Documents as indicated in Paragraph 2.02 of General Conditions.

Owner: **Delaware County Commissioners**
 By (signature): _____
 Name (printed): _____
 Title: _____
 Copy: Bid Guaranty Surety Company and Agent

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

**§
RESOLUTION NO. 21-526**

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2021 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2022:

It was moved by Mr. Benton, seconded by Mrs. Lewis to accept the 2021 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2022 as follows:

Drainage Maintenance Inspection Report for 2021

JOINT COUNTY PROJECTS – 2022 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	46.8%	Delaware / Marion
Carter Joint County	37.5%	Delaware / Marion
Cook Joint County	87.5%	Delaware / Licking
Coomer #435 Main	2.0%	Delaware / Morrow
Coomer #435 Lateral A	0.75%	Delaware / Morrow
Darst Joint County	15.5%	Delaware / Marion
DeGood	40.0%	Delaware / Union
Pumphrey Joint County	30.0%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	2.0%	Delaware/Union

TRI-COUNTY PROJECTS – 2022 COLLECTIONS

<u>Ditch Name</u>	<u>2022 % Collect</u>	<u>Counties</u>
Randall Howison Tri County	72.00%	Delaware / Marion / Union

INSPECTION REPORT SUMMARY – 2021

<u>Project Name</u>	<u>Project #</u>	<u>Auditor #</u>	<u>2021 % Collect</u>	<u>2022 % Collect</u>
3B'S & K STORAGE	0707	11-384	0.50	0.75
459 ORANGE POINT DRIVE	1510	11-556	2.00	2.00
7719 GRAPHICS WAY	1506	11-557	10.50	5.00
A.D. FARROW	0621	11-338	3.50	3.50
ABBAY KNOLL 1&2	0029	11-170	2.50	2.50

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ABBEY KNOLL 3-1&2	0129	11-199	1.25	1.25
ABBEY KNOLL 4-A&B	0326	11-021	1.50	1.50
ABBEY KNOLL 5A	0533	11-343	2.00	2.00
ADAMS JOINT COUNTY	6801	11-008	37.50	46.75
ALUM CROSSING 1	0523	11-344	1.25	1.25
AUGUSTA WOODS 2	0124	11-214	2.25	2.25
AVONLEA	0519	11-319	2.75	2.75
BAINBRIDGE MILLS 2	9909	11-134	1.50	1.50
BARRINGTON ESTATES	1408	11-533	2.00	2.00
BASIGER A-1	0808	11-434	3.00	3.75
BASIGER A-2	0809	11-435	3.00	3.75
BASIGER B	0810	11-436	1.50	1.50
BASIGER C	0811	11-437	6.25	5.00
BASIGER MAIN	0807	11-438	6.00	7.50
BEAUTIFUL SAVIOR LUTHERAN CHURCH	1412	11-536	3.50	3.00
BECKER	8401	11-034	3.00	2.00
BERKSHIRE DEVELOPMENT	9918	11-160	3.00	3.00
BERLIN MANOR	1816	11-636	2.00	2.00
BHARATIYA HINDU TEMPLE	0914	11-455	5.50	6.75
BIG BEAR FARMS 2-2	9806	11-104	0.75	0.75
BIG BEAR FARMS 8	9917	11-131	1.00	1.00
BIG BEAR FARMS 9	9925	11-151	1.00	1.00
BOULDER RIDGE	0613	11-331	2.00	2.00
BRAEMAR AT WEDGEWOOD	0817	11-419	2.00	2.00
BRAUMILLER WOODS 3	1712	11-625	3.00	3.00
BRITONWOODS	1827	11-648	2.00	2.00
BROOKSHIRE BANQUET	0536	11-335	0.50	0.75
BROOKVIEW	0915	11-452	5.50	6.75
BROOKVIEW MANOR	1514	11-564	2.00	2.00
BRYN MAWR 2-1&2	0011	11-113	0.75	0.75
BUCKEYE DATA CENTER	0618	11-389	1.25	1.25
BUCKEYE GYMNASTICS	1517	11-561	2.00	2.00
BUCKEYE READY MIX	0619	11-329	1.25	1.25
BUNKER HILL	1607	11-573	5.00	5.00
CALHOUN	8101	11-048	13.00	13.00
CAMBRIDGE SUBDIVISION	0234	11-270	2.50	3.00
CAMPUS AT HIDDEN RAVINES	0510	11-306	1.00	0.75
CANTERBURY	0814	11-403	4.50	4.50
CARDINAL SELF STORAGE	1605	11-572	3.00	3.00
CARRIAGE COVE	1310	11-499	2.50	2.50
CARTER JOINT COUNTY	8201	11-044	37.50	37.50
CARTERS FARM CAD	1725	11-626	1.50	1.50
CHADWICK #135	1308	11-520	3.75	3.75
CHESHIRE COVE 1	0010	11-117	1.25	1.50
CHESHIRE COVE 2	0146	11-228	0.75	0.75
CHESHIRE WOODS 1	0612	11-353	0.50	0.75

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CHESHIRE WOODS 2	1603	11-567	2.00	2.00
CHESHIRE WOODS 3A	1423	11-544	2.00	2.00
CHESHIRE WOODS 3B	1808		0.00	2.00
CHESHIRE WOODS ESTATES 1	0617	11-367	1.50	1.50
CLARKSHAW MOORS	1714	11-623	2.00	2.00
COLUMBUS UPGROUND RESERVOIR	1409	11-535	2.00	2.00
CONDOS AT RIVERBY	1309	11-503	2.00	2.00
CONSOLIDATED ELECTRIC	0812	11-421	0.75	0.75
COOK JOINT COUNTY	5801	11-004	70.00	87.50
COOMER JOINT COUNTY	0716	11-379	3.00	2.00
COOMER JOINT COUNTY LATERAL A	0717	11-380	0.75	0.25
CORNERS AT JOHNNY CAKE	1726	11-622	2.00	2.00
COTTAGES AT HYATTS	1820	11-649	2.00	2.00
COURTYARDS AT BRADFORD COURT	1614	11-592	2.00	2.00
COURTYARDS AT CLEAR CREEK	1912	11-650	2.00	2.00
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.00	2.00
COURTYARDS AT MUIRFIELD RIDGE	1801	11-651	2.00	2.00
COURTYARDS AT SOUTH SECTIONLINE	1617	11-593	2.00	2.00
COURTYARDS AT THE RAVINES	1824	11-568	0.00	0.00
COURTYARDS ON HYATTS	1917		0.00	2.00
COVE AT EVANS FARM	2025			0.00
COVINGTON MEADOWS 1	0009	11-115	1.50	1.75
COVINGTON MEADOWS 2	0118	11-251	1.50	1.75
COVINGTON MEADOWS 3	0216	11-235	3.00	3.00
CRABILL	6201	11-003	62.50	62.50
CREEKSIDE INDUSTRIAL PARK	1806	11-652	2.00	2.00
CROSS CREEK 2-A&B	0127	11-213	1.25	1.50
CROSS CREEK 3	0507	11-300	2.50	2.50
CROSS CREEK 3A	0818	11-422	2.25	2.25
CRYSTAL VALLEY	0804	11-410	2.50	2.50
DARST JOINT	7201	11-011	12.50	15.50
DEGOOD	5802	11-013	40.00	40.00
DELAWARE RUN	0319	11-294	8.75	8.75
DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	1001	11-469	1.00	1.00
DERBY GLEN FARMS 1	0640	11-388	2.00	2.00
DERBY GLEN FARMS 2	1304	11-498	2.00	2.00
DERBY GLEN FARMS 3	1518	11-580	2.00	2.00
DORNOCH ESTATES 3	0104	11-197	1.00	1.00
DORNOCH ESTATES 4	0223	11-221	2.50	3.00
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.00	2.00
DUTCHER/SCOTT	1111	11-487	3.75	4.00
EAGLE TRACE 2&3	0123	11-215	1.50	1.50
ELM VALLEY JFD	1315	11-502	2.25	2.25
ENCLAVE AT ABBEY KNOLL	2014			2.00
ENCLAVE AT THE LAKES	1509	11-579	2.00	2.00

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ESTATES AT CHESHIRE 1	0622	11-374	3.00	3.00
ESTATES AT CHESHIRE 2	1314	11-524	2.50	2.50
ESTATES AT MEDALLION	0603	11-354	1.25	1.25
ESTATES AT SHERMAN LAKES	1201	11-488	2.00	2.00
ESTATES OF GLEN OAK 1A	0231	11-272	0.50	0.50
ESTATES OF GLEN OAK 1B	0232	11-273	0.50	0.50
ESTATES OF GLEN OAK 2	0314	11-279	0.50	0.50
ESTATES OF GLEN OAK 3A	0404	11-052	1.25	1.25
ESTATES OF GLEN OAK 3B	0405	11-051	0.50	0.50
ESTATES OF GLEN OAK 4A	0424	11-299	1.75	1.75
ESTATES OF GLEN OAK 5	1405	11-538	2.00	2.00
ESTATES OF RIVER RUN	1109	11-492	4.50	4.50
EVANS FARM 1	1723	11-621	2.00	2.00
EVANS FARM 2	2012			2.00
FAIR HAVEN	0904	11-441	1.00	1.00
FAIRWAYS AT BLUE CHURCH 1	0802	11-424	3.00	3.00
FANCHER	1903	11-643	5.00	5.00
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.25	2.25
FOOR CONCRETE	0512	11-320	1.50	1.75
FOUR DOCTORS DRIVE	1819	11-637	2.00	2.00
FOURWINDS NORTH	1716	11-620	3.00	3.00
FOURWINDS SOUTH	0017	11-161	10.00	10.00
GENOA BAPTIST CHURCH	1802	11-653	2.00	2.00
GENOA ELEMENTARY SCHOOL	0406	11-028	0.50	0.75
GENOA FARMS 1	0145	11-217	1.25	1.25
GENOA FARMS 2	0212	11-245	1.25	1.25
GENOA FARMS 3-A&B	0229	11-258	1.25	1.25
GENOA PLACE	2009			2.00
GLADES AT HIGHLAND LAKES	1702	11-602	2.00	2.00
GLEN OAK 1	0230	11-271	1.25	1.25
GLEN OAK 2-A&B	0309	11-261	1.00	1.00
GLEN OAK 3-A&B	0327	11-030	1.25	1.25
GLEN OAK 4	0608	11-325	1.00	1.00
GLEN OAK 5A	0910	11-448	4.00	4.00
GLEN OAK 5B	1112	11-486	2.50	2.50
GLEN OAK 6	0714	11-395	2.50	2.50
GLEN OAK 7A	1006	11-467	1.75	1.75
GLEN OAK 9	0722	11-415	2.50	1.50
GLENMEAD/MCKENZIE	1705	11-612	2.50	2.50
GOLF VILLAGE NORTH COMMERCIAL	0629	11-361	0.25	0.25
GOODING BOULEVARD	0708	11-386	0.75	0.50
GOODWILL GENOA	1321	11-521	2.00	2.00
GRACE HAVEN	1810	11-654	2.00	2.00
GRACES PLACE	2011			2.00
GRAND OAK 1	0207	11-216	0.75	0.75
GRAND OAK 2	0313	11-285	1.50	1.75

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GRAND OAK CONDOMINIUMS	0206	11-254	1.50	1.50
GRAND POINTE AT NORTH ORANGE	2013			2.00
GREEN MEADOWS 3	8701	21-055	3.00	3.00
GREEN MEADOWS BASIN	7901	11-031	3.00	3.75
GREENS AT NORTHSTAR	0909	11-454	3.00	3.00
GREYLAND ESTATES 1A	0713	11-414	1.25	1.50
GWINNER #262	0638	11-376	2.00	2.00
HARBOR POINTE 1	0024	11-181	1.50	1.50
HARBOR POINTE 2-1&2	0121	11-212	0.50	0.50
HARBOR POINTE 3-A&B	0218	11-264	2.25	2.25
HARBOR POINTE 4-A&B	0322	11-284	2.50	2.50
HARBOR POINTE 5	0407	11-042	1.00	1.00
HARDIN #267	8702	11-064	19.25	24.00
HARDIN TILE #267	1317	11-519	3.50	3.50
HARLEM TOWNSHIP PARK	1005	11-466	0.75	0.75
HARVEST POINT	1602	11-566	2.00	2.00
HARVEST WIND 1-2	0813	11-404	1.50	1.50
HARVEST WIND 3	9905	11-109	1.25	1.25
HARVEST WIND 4	0027	11-174	1.50	1.50
HARVEST WIND 5	0113	11-190	1.00	1.00
HARVEST WIND 6-1	0101	11-180	1.75	2.00
HARVEST WIND 7-1	0120	11-209	1.00	1.00
HARVEST WIND 7-2	0301	11-275	0.75	0.75
HATFIELD AUTOMOTIVE	1204	11-485	4.25	4.25
HAVENS	1814	11-631	2.00	2.00
HEATHER GLEN	9908	11-112	1.25	1.25
HEATHER RIDGE 1&2	1815	11-638	2.00	2.00
HEATHERS AT GOLF VILLAGE	1524	11-582	2.00	2.00
HEISELT TRACT	0705	11-400	2.00	2.50
HERBERT LAWRENCE	7401	11-023	12.00	15.00
HICKORY RIDGE	1720	11-590	3.00	3.00
HIDDEN COVE	0315	11-277	1.00	1.00
HIDDEN CREEK ESTATES 1	0727	11-409	2.00	2.00
HIGH PARK CTR LOT 4924	0410	11-045	2.25	2.25
HIGHFIELD DRIVE DITCH RELOCATION	2016			2.00
HIGHLAND HILLS AT THE LAKES 2	0033	11-192	1.00	1.00
HIGHLAND HILLS AT THE LAKES 3- 1&2	0119	11-246	5.50	6.75
HIGHLAND LAKES EAST 11-2	9906	11-110	0.75	0.75
HIGHLAND LAKES EAST 11-4&5	0115	11-219	1.00	1.00
HIGHLAND LAKES EAST 14-1	9938	11-144	1.00	1.00
HIGHLAND LAKES EAST 14-2	9939	11-150	0.75	0.75
HIGHLAND LAKES EAST 15	0324	11-018	2.00	2.00
HIGHLAND LAKES EAST 4 PH 2-5	0426	11-298	2.50	2.50
HIGHLAND LAKES NORTH 3	0711	11-396	2.25	3.25
HIGHLAND LAKES NORTH 5-3&4	1404	11-532	4.50	5.50

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HIGHLAND LAKES NORTH 6-1	9919	11-124	2.50	2.50
HIGHLAND LAKES NORTH 6-2	0028	11-173	1.25	1.25
HIGHLAND LAKES NORTH 7	0032	11-191	4.00	4.00
HOGBACK BAY	1609	11-581	2.50	2.50
HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.00	2.00
HOMESTEAD AT SCIOTO RESERVE	1907	11-644	3.00	3.00
HORSESHOE RUN	8601	11-129	18.75	18.75
HOWARD FARMS	1822	11-655	2.00	2.00
HYATTS CROSSING	2003			2.00
INDIAN RUN	8102	11-036	23.25	23.25
INN AT BEAR TRAIL	1601	11-571	2.00	2.00
IRONWOOD	2006			2.00
JAIN CENTER OF CENTRAL OHIO	1104	11-465	3.00	3.00
JONES	5901	11-012	60.00	75.00
JONES #279	1205	11-496	5.50	5.50
JONES-TIMMS	0806	11-418	2.50	2.50
KELLER PINES	0513	11-366	1.50	1.50
KILLDEER MEADOWS 1	0415	11-295	1.25	1.00
KILLDEER MEADOWS 2-A&B	0425	11-315	0.25	0.25
KILLDEER MEADOWS 3&4	1418	11-531	2.00	2.00
KINSALE VILLAGE	0610	11-399	2.50	2.50
KOEPEL	8302	11-038	40.00	40.00
KROGER AT OLENTANGY CROSSING	0902	11-445	2.00	2.00
LAKE SHORE	0633	11-368	2.00	2.00
LAKES AT SILVERLEAF	0311	11-286	1.25	1.25
LEWIS CENTER	5902	11-009	100.00	125.00
LIBERTY BLUFF 1&2	1807	11-656	2.00	2.00
LIBERTY CROSSING	0803	11-425	1.25	1.25
LIBERTY GRAND 3A	2017			0.00
LIBERTY GRAND 4	2018			0.00
LIBERTY GRAND DISTRICT	2022			2.00
LIBERTY LAKES 3	0004	11-159	1.00	1.00
LIBERTY SUMMIT	1911	11-657	0.00	2.00
LIBERTY TRACE	1521	11-583	2.00	2.00
LIBERTY TRACE 3A	1711	11-609	2.00	2.00
LIBERTY TRACE 3B	1727	11-627	2.50	2.50
LIBERTY TWP FSED	1708	11-606	2.00	2.00
LIBERTY VILLAGE 1	0526	11-349	2.00	2.00
LIBERTYDALE	1721	11-591	3.00	3.00
LIFEPOINT CHURCH	1914	11-667	2.00	2.00
LIGHTHOUSE CENTER	0508	11-305	5.00	5.00
LITTLE BEAR VILLAGE 1A	0641	11-365	1.50	1.50
LOCH LOMOND HILLS	1312	11-551	3.00	3.75
LOCH LOMOND PARK	9901	11-105	3.75	4.50
LONDON CROSSING	1519	11-577	2.00	2.00
MANORS AT WILLOW BEND	0710	11-357	1.75	2.00

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MANSARD ESTATES 1&2	0725	11-417	2.50	2.50
MAPLE GLEN	1909		0.00	2.00
MARKET AT LIBERTY CROSSING 3	0901	11-444	1.50	1.00
MARRGELLO DEVELOPMENT	0529	11-334	3.75	1.50
MC FITNESS & HEALTH	1421	11-542	2.50	2.50
MCCAMMON CHASE 1	0307	11-263	1.00	1.00
MCCAMMON ESTATES 1	0506	11-303	3.00	3.00
MCCAMMON ESTATES 2	0511	11-317	3.00	3.00
MCCAMMON ESTATES 3	0606	11-328	2.00	2.00
MCCAMMON ESTATES 4	0614	11-332	1.25	1.25
MCDONALDS AT CROSSING SOUTH	1318	11-527	0.00	0.00
MCNAMARA #582	0906	11-440	3.50	3.50
MCNAMARA PARK	1106	11-462	1.25	1.25
MEADOW AT CHESHIRE 3-3	0117	11-184	2.00	2.00
MEADOW AT SCIOTO RESERVE	0524	11-355	1.00	1.00
MEADOWS AT CHESHIRE 3-1	9912	11-132	1.50	1.50
MEADOWS AT CHESHIRE 3-2	9913	11-133	2.00	2.00
MEADOWS AT HARVEST WIND 1&2	1108	11-476	3.50	3.00
MEADOWS AT HOME ROAD	1713	11-619	4.50	4.50
MEADOWS AT LEWIS CENTER 1	1105	11-464	2.00	2.00
MEADOWS AT LEWIS CENTER 2	1611	11-585	2.00	2.00
MEADOWS AT LEWIS CENTER NORTH	1413	11-547	2.00	2.00
MEDALLION ESTATES 10-1	0012	11-122	0.75	0.75
MEDALLION ESTATES 10-2	0013	11-163	1.25	1.25
MEDALLION ESTATES 9	9921	11-157	1.00	1.00
MENARDS CREEKSIDE	1203	11-511	1.25	1.25
MILEY	8301	11-050	2.00	2.00
MIRASOL 1	1422	11-549	2.00	2.00
MIRASOL 2	1826	11-639	2.00	2.00
MOONEY	1501	11-541	14.00	14.00
MULCH 1ST	1701	11-601	2.00	2.00
NANCE FAMILY CAD	1516	11-576	2.50	2.00
NATIONAL STONE/STEEL-CRYDER	1406	11-539	0.00	0.00
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	4.50	4.50
NELSON FARMS	0801	11-423	2.00	2.00
NELSON FARMS SOUTH	1608	11-594	2.50	2.50
NEW BEGINNINGS UMC	1515	11-587	2.00	2.00
NORTH FARMS 1-3-5-7	1511	11-563	2.00	2.00
NORTH FARMS 4&8	1615	11-595	2.00	2.00
NORTH FARMS 6&11	1522	11-575	2.00	2.00
NORTH FARMS 9	1915		0.00	2.00
NORTH LAKE PRESERVE	1910	11-658	0.00	2.00
NORTH ORANGE 1-1	0213	11-232	2.00	2.00
NORTH ORANGE 1-1 LOT 5578	0709	11-394	2.00	2.00
NORTH ORANGE 1-2 A&B	0401	11-029	1.25	1.25
NORTH ORANGE 2, 3-A&B	0331	11-037	1.25	1.25

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NORTH ORANGE 2-2	0302	11-268	1.75	1.75
NORTH ORANGE 3-1	0214	11-248	0.50	0.50
NORTH ORANGE 3-2-B	1202	11-493	2.00	2.00
NORTH ORANGE 3-2-C	0522	11-346	1.50	1.50
NORTH POINT MEADOWS 1	0305	11-281	1.75	1.75
NORTH POINT MEADOWS 2	0421	11-316	2.50	2.50
NORTH POINTE PLAZA	1604	11-569	2.50	2.50
NORTHBROOKE CORPORATE CENTER	0112	11-194	2.00	2.00
NORTHLAKE WOODS 1 & 2	1804	11-659	2.00	2.00
NORTHSTAR 1	0611	11-432	1.25	1.25
NORTHSTAR 1B	2021			2.00
NORTHSTAR 1C1	1402	11-543	1.50	1.50
NORTHSTAR 1D	1401	11-546	2.00	2.00
NORTHSTAR FAMILY DENTAL	1803	11-660	2.00	2.00
NORTHSTAR GOLDWELL	2001			2.00
NORTHWEST STORAGE	0615	11-330	3.00	3.00
NUCKLES	7001	11-010	50.00	60.00
NUCKLES #20	1003	11-459	6.00	6.00
OAK CREEK 1	1210	11-507	2.00	2.00
OAK CREEK EAST 2	9904	11-108	1.75	1.75
OAKS 1A	0532	11-360	2.50	2.50
OAKS AT HIGHLAND LAKES 1	0132	11-225	1.75	1.75
OAKS AT HIGHLAND LAKES 2	0201	11-226	1.00	1.00
OAKS AT HIGHLAND LAKES 3	0210	11-224	1.50	1.75
OAKS AT HIGHLAND LAKES 4	0422	11-312	1.25	1.25
OAKS AT HIGHLAND LAKES 5	0328	11-019	1.75	1.75
OAKS AT HIGHLAND LAKES 6	0423	11-311	3.75	3.75
O'BRIEN #440	1102	11-490	4.50	4.50
O'BRIEN #440-ODOT	1103	11-489	2.00	2.25
OLD HARBOR ESTATES 1	1503	11-560	2.00	2.00
OLD HARBOR ESTATES 2	1805	11-661	2.00	2.00
OLD KINGSTON	0718	11-381	9.50	9.50
OLDE STATE FARMS 1	0102	11-195	1.00	1.00
OLDE STATE FARMS 2	0420	11-301	1.75	1.75
OLDEFIELD ESTATES	0417	11-309	1.00	1.00
OLENTANGY BERLIN HS	1613	11-570	2.00	2.00
OLENTANGY CROSSINGS 1-2-3A-7 & LEWIS CENTER	0607	11-390	1.75	1.75
OLENTANGY CROSSINGS 4	0631	11-373	2.00	2.00
OLENTANGY CROSSINGS 5	0632	11-369	1.75	1.75
OLENTANGY CROSSINGS 6-1	1303	11-505	3.25	4.00
OLENTANGY CROSSINGS 7	0634	11-387	3.75	3.75
OLENTANGY CROSSINGS ACCESS RD	0912	11-446	1.50	0.50
OLENTANGY CROSSINGS LOT 7354	0911	11-447	1.50	1.50
OLENTANGY CROSSINGS SOUTH 1	0639	11-362	2.75	2.75
OLENTANGY ELEMENTARY SCHOOL	1002	11-471	1.50	1.50

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OLENTANGY FALLS 1	0637	11-363	3.50	3.50
OLENTANGY FALLS 2	1110	11-491	4.50	4.50
OLENTANGY FALLS 3	1302	11-500	2.00	2.00
OLENTANGY FALLS 4A	1718	11-628	2.00	2.00
OLENTANGY FALLS 4B	1904	11-662	2.00	2.00
OLENTANGY FALLS 5	1717	11-629	2.00	2.00
OLENTANGY FALLS EAST 1-5	1520	11-565	2.50	2.50
OLENTANGY LOCAL SCHOOLS BALE- KENYON RD	0907	11-442	9.00	9.00
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.50	1.50
OLSD ELEM #1	2005			2.00
ORANGE CENTRE DEVELOPMENT	0723	11-407	0.25	0.25
ORANGE CORPORATE CENTER	0916	11-456	2.00	2.00
ORANGE POINT COMMERCE PARK	1306	11-512	2.00	2.00
ORANGE POINT OUTPARCELS	1724	11-618	2.00	2.00
ORANGE TWP & PARK PLACE VILLAGE	0312	11-278	4.00	4.00
ORCHARD LAKES 1-3	0427	11-297	1.50	1.50
OXFORD WOODS	2007			2.00
PANERA BREAD 36/37	1411	11-553	3.75	3.75
PARK AT GREIF	0128	11-247	0.50	0.50
PARKSHORE 1,2,4	0521	11-318	1.50	1.50
PARKSHORE 3	9907	11-111	1.50	1.50
PEACHBLOW/CONNER LANE	1209	11-508	6.25	5.50
PIATT MEADOWS 1-1&2	9910	11-137	1.50	1.50
PIATT MEADOWS 2 PH 1-3	0014	11-188	0.25	0.25
PIATT PRESERVE 1-4	2023			0.00
PLUM ESTATES	9915	11-154	1.75	1.75
POINTE AT SCIOTO RESERVE	1703	11-603	3.00	3.00
POLARIS SELF STORAGE	0534	11-337	0.75	0.25
POTTER	6202	11-002	48.75	60.00
PREMWOOD	0905	11-457	3.00	2.00
PRESERVE AT SELDOM SEEN	0517	11-339	2.00	2.00
PRIMMER LATERAL #3	0703	11-398	3.00	3.00
PRIMMER MAIN	0702	11-378	8.75	5.00
PRIMMER NEILSON LATERAL #140	0704	11-397	5.00	2.50
PRIMROSE SCHOOL	0706	11-393	2.00	2.00
PUMPHREY JOINT COUNTY	5904	11-006	25.00	30.00
RANBRIDGE RAVINES	0805	11-458	1.50	0.75
RANDALL HOWISON TRI-COUNTY	5905	11-016	58.25	72.00
RATTLESNAKE RIDGE	0130	11-203	1.25	1.50
RAVINES AT MCCAMMON CHASE	0712	11-413	3.00	3.50
RAVINES AT SCIOTO RESERVE	0605	11-352	2.00	2.00
RAVINES OF ALUM CREEK	0502	11-308	2.50	2.50
RCD SALES OF DELAWARE	1417	11-534	5.50	1.25
REDTAIL ESTATES	1313	11-522	3.25	3.25

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RESERVE AT HIDDEN CREEK	1818	11-640	2.00	2.00
RESIDENCES AT ORANGE GRAND	1905		0.00	2.00
RETREAT AT WOODCREST	2008			0.00
RIVER BLUFF 1	1908		0.00	2.00
RIVER BLUFF 2A, 2B, 3	2019			0.00
RIVER ROCK FARMS	1316	11-525	2.50	2.50
RIVER RUN	0724	11-405	2.50	2.50
RIVERBEND 1 PH 1&2	0020	11-172	2.50	2.50
RIVERBEND 1-1	9933	11-158	1.25	1.25
RIVERBEND 2	9934	11-140	1.25	1.25
RIVERBEND 2 LOT 7014	0635	11-371	2.25	1.00
RIVERBEND 3	9935	11-152	1.25	1.25
RIVERBEND 4-1&2	0021	11-168	1.00	1.00
RIVERBY ESTATES 2-4	0719	11-375	2.75	2.75
RIVERS EDGE AT ALUM CREEK 1	0144	11-244	1.50	1.00
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	0.75	0.75
ROOF MAIN A	1415	11-537	4.00	3.00
ROOF MAIN B	1416	11-540	3.50	3.00
RUDER EAST	1906	11-646	5.00	5.00
RUDER WEST	2010			5.00
S. JAYNES PARK	0815	11-433	0.25	0.25
SACKETT #328	0626	11-382	4.25	4.25
SAGE CREEK 4B	0601	11-358	1.50	1.50
SAGE CREEK 5	1403	11-528	2.50	2.50
SANCTUARY AT THE LAKES	1311	11-504	2.00	2.00
SANCTUARY AT THE LAKES LOT 7851	1525	11-578	4.00	4.00
SCIOTO HIGHLANDS 3	0222	11-238	1.00	1.00
SCIOTO HILLS BASIN	7801	21-052	11.50	10.00
SCIOTO MEADOWS NORTH	2015			0.00
SCIOTO MEADOWS SOUTH	2002			0.00
SCIOTO RESERVE 1-3	0034	11-189	2.00	1.50
SCIOTO RESERVE 1-4	0125	11-207	1.25	1.25
SCIOTO RESERVE 1-5&6	0225	11-241	2.00	2.00
SCIOTO RESERVE 1-7&8	0320	11-020	3.25	3.25
SCIOTO RESERVE 2-1&2	9936	11-118	0.75	0.75
SCIOTO RESERVE 2-3&4	0110	11-185	1.25	1.25
SCIOTO RESERVE 3-1&2	0003	11-153	1.25	1.25
SCIOTO RESERVE 3-3&4	0126	11-208	1.25	1.25
SCIOTO RESERVE 3-5	0220	11-237	1.75	1.75
SCIOTO RESERVE 4-1&2	9937	11-119	1.50	1.50
SCIOTO RESERVE 4-10	0306	11-260	0.75	0.75
SCIOTO RESERVE 4-11 A&B	0329	11-017	1.75	1.75
SCIOTO RESERVE 4-12	0408	11-025	1.25	1.25
SCIOTO RESERVE 4-13	0501	11-412	2.00	2.00
SCIOTO RESERVE 4-3&4	0030	11-186	1.50	1.50
SCIOTO RESERVE 4-5&6	0221	11-229	1.25	1.25

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SCIOTO RESERVE 4-7	0138	11-200	0.50	0.25
SCIOTO RESERVE 4-8	0204	11-240	1.75	1.75
SCIOTO RESERVE 4-9	0233	11-267	2.00	2.00
SCIOTO RESERVE EXPANSION 1A	0604	11-333	0.50	0.50
SCIOTO RESERVE EXPANSION 1B	0620	11-336	1.75	1.75
SCIOTO RESERVE EXPANSION 2-A&B	0720	11-402	2.00	2.00
SCIOTO RESERVE EXTENSION	2024			2.00
SCIOTO RESERVE GOLF COURSE	1410		0.00	0.00
SCIOTO RIDGE CROSSING	1728	11-617	2.00	2.00
SCOTT #604 LATERAL #2	1811	11-630	3.00	3.00
SHEETS #318	0903	11-439	15.50	15.50
SHEFFIELD PARK 1	0303	11-274	0.25	0.50
SHEFFIELD PARK 2A	0525	11-340	1.50	1.50
SHEFFIELD PARK 3	0721	11-453	1.75	1.75
SHELLBARK RIDGE 2	0137	11-233	1.25	1.25
SHELLBARK RIDGE 4	9920	11-126	1.25	1.25
SHERBROOK 10	0208	11-222	1.25	1.25
SHERBROOK 3	9805	11-103	1.25	1.25
SHERBROOK 4	9902	11-106	0.75	0.75
SHERBROOK 5	0001	11-143	1.50	1.50
SHERBROOK 6	0008	11-121	1.25	1.25
SHERBROOK 7	0107	11-165	1.25	1.25
SHERBROOK 8	0116	11-183	1.25	1.25
SHERBROOK 9	0133	11-223	1.50	1.50
SHERMAN LAKES 1-A&B	0414	11-041	1.50	1.50
SHERMAN LAKES 2	0325	11-276	0.50	0.50
SHERWOOD	0105	11-164	3.00	3.50
SHORES 12	0022	11-178	1.25	1.25
SHORES 13	0413	11-313	1.25	1.25
SIGNATURE DERMATOLOGY	1913	11-633	2.00	2.00
SLACK	5903	11-001	68.75	68.75
SLANE RIDGE	0131	11-204	2.00	2.00
SLATE CREEK	0518	11-324	3.75	3.75
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.00	2.00
SMITH #198	0627	11-377	3.50	3.50
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.25	2.25
SRI SAIBABA TEMPLE	0630	11-370	2.50	2.50
SRI SAIBABA TEMPLE PART 2	1610	11-596	3.00	3.00
ST JOHN NEUMANN CATH CHURCH	1107	11-463	1.75	1.75
ST. GEORGES COURT	0537	11-342	2.50	2.00
STEITZ POWERS	5906	11-007	3.00	3.50
STONES THROW	0402	11-043	2.00	2.50
SUGAR RUN	8402	11-056	12.50	15.50
SUMMERFIELD VILLAGE 1&2	9804	11-102	1.00	1.00
SUMMERFIELD VILLAGE 2 PH 1-3	0015	11-179	1.25	1.25
SUMMERWOOD 1	0106	11-167	1.75	2.00

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SUMMERWOOD 2	0143	11-218	2.00	2.00
SUMMERWOOD EXTENSION	0535	11-341	3.75	3.75
SUMMERWOOD LAKES 1	0636	11-364	2.00	2.00
SUMMERWOOD LAKES 2	1823	11-641	2.00	2.00
SUMMERWOOD LAKES 3	1606	11-586	2.50	2.50
SUMMIT HOMES	0514	11-304	4.25	4.25
SUNBURY STORAGE	1307	11-510	3.00	2.00
SUNSET COVE ESTATES	1709	11-607	3.00	3.00
SUNSET POINT	1618	11-597	2.00	2.00
SUPERKICK	0624	11-385	2.50	1.25
SV TEMPLE	1902	11-664	2.00	2.00
SWAN LAKE	1722	11-616	2.00	2.00
SYCAMORE TRAIL	1825	11-665	2.00	2.00
TALLEY	8703	11-057	23.25	29.00
TANGER OUTLETS	1508	11-555	2.00	2.00
TARGET AT WEDGEWOOD	1320	11-526	2.00	2.00
TARTAN FIELDS 12-13	0002	11-187	2.25	2.25
TARTAN FIELDS 14-18	9931	11-145	1.50	1.50
TARTAN FIELDS 20 A	0515	11-351	2.00	2.25
TARTAN FIELDS 20 B	0609	11-359	4.00	4.00
TARTAN FIELDS 21	0516	11-348	1.75	1.75
TARTAN FIELDS 8-11	9932	11-146	2.00	2.00
TEETS	7402	11-014	35.00	35.00
THE PINES	1821	11-642	2.00	2.00
THOMAS	2004			3.00
TRAILS END	1319	11-523	1.50	1.50
TWIN ACRES	0403	11-026	1.50	1.50
U.S. RT 23/POWELL RETAIL CTR D	0031	11-166	1.00	1.00
VERIZON WIRELESS RETAIL	1706	11-605	2.50	2.50
VET CLINIC	1101	11-470	2.00	2.00
VILLAGE AT ALUM CREEK 3	9911	11-125	1.25	1.25
VILLAGE AT ALUM CREEK 4	9926	11-139	0.75	0.75
VILLAGE AT ALUM CREEK 5	0114	11-202	1.00	1.00
VILLAGE AT ALUM CREEK 6	0224	11-239	0.75	0.75
VILLAGE AT ALUM CREEK 7	0323	11-022	1.00	1.00
VILLAGE AT BALE KENYON	0520	11-383	1.75	1.75
VILLAGE AT NORTH FALLS	0409	11-323	0.75	0.75
VILLAGE AT OLENTANGY CROSSINGS 1&2	1419	11-529	2.00	2.00
VILLAGES OF OAK CREEK 10-A&B	9927	11-114	1.75	1.75
VILLAGES OF OAK CREEK 11	0139	11-249	1.00	1.00
VILLAGES OF OAK CREEK 12	0330	11-024	2.50	2.50
VILLAS AT LOCH LOMOND	1707	11-611	2.50	2.50
VILLAS AT TUSSIC	1414	11-552	2.00	2.00
VILLAS AT WALNUT GROVE	0628	11-411	3.00	3.00
VILLAS OF OLENTANGY LEWIS CENTER	1407	11-530	2.00	2.00

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VINMAR FARMS 1	0411	11-039	0.50	0.50
VINMAR FARMS 2	0505	11-302	1.50	1.50
VINMAR FARMS 3-A&B	0623	11-391	2.00	2.00
VINMAR VILLAGE 1	1502	11-550	2.00	2.00
VINMAR VILLAGE 2	1616	11-598	2.00	2.00
VINMAR VILLAGE 4&5	1916		0.00	2.00
WALDENS REVISITED	1612	11-584	3.00	2.00
WALKER WOOD 10-1	9929	11-148	2.00	2.00
WALKER WOOD 10-2	0019	11-198	3.00	3.00
WALKER WOOD 11	9930	11-149	5.00	5.00
WALKER WOOD 12	0026	11-182	1.75	1.75
WALKER WOOD 13	0111	11-193	3.00	3.50
WALKER WOOD 14	0135	11-205	3.00	3.00
WALKER WOOD 2-1	9803	11-101	2.50	3.00
WALKER WOOD 2-2	9922	11-123	3.00	3.75
WALKER WOOD 3-1	9802	11-100	3.50	3.50
WALKER WOOD 3-2	9916	11-128	18.75	18.75
WALKER WOOD 4	9923	11-136	1.25	1.25
WALKER WOOD 5	0134	11-206	1.75	1.75
WALKER WOOD 6	9903	11-107	1.00	1.00
WALKER WOOD 7-1	9924	11-116	2.00	2.00
WALKER WOOD 7-2	0018	11-176	2.50	2.50
WALKER WOOD 8	9928	11-156	2.00	2.00
WALKER WOOD 9	0025	11-175	3.50	3.50
WALNUT GROVE ESTATES 1	0418	11-310	1.25	1.25
WALNUT GROVE ESTATES 2	0726	11-406	2.25	2.50
WALNUT WOODS 1	0226	11-266	1.50	1.50
WALNUT WOODS 2	0332	11-040	3.50	3.50
WARREN FAMILY FUNERAL HOME	1901	11-666	3.00	3.00
WEDGEWOOD	1809	11-624	2.00	2.00
WEDGEWOOD 10	0122	11-210	1.25	1.25
WEDGEWOOD 11	0316	11-283	1.75	1.75
WEDGEWOOD OFFICE PARK	0715	11-401	2.00	2.00
WEDGEWOOD PARK	0205	11-242	1.00	1.00
WEDGEWOOD PARK 2-A&B	0419	11-314	1.50	1.50
WEDGEWOOD PARK 2C	0528	11-345	2.25	2.25
WEDGEWOOD PARK 2D	0531	11-326	2.00	2.00
WEDGEWOOD PARK NORTH	1710	11-608	2.00	2.00
WEDGEWOOD PLACE 1	1505	11-545	3.00	3.00
WEDGEWOOD PLACE 2	0227	11-269	1.25	1.25
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	2.00	2.00
WESTERVILLE N SELF STORAGE	1206	11-497	2.50	2.50
WESTERVILLE RESERVE 1&2	0006	11-155	2.50	2.50
WHISPER TRACE	0527	11-350	2.50	2.50
WHITETAIL MEADOWS SUB	0023	11-171	1.00	1.00
WILLOW BEND 1	0202	11-234	0.75	0.75

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WILLOW BEND 2	0308	11-259	1.50	1.50
WILLOW BEND 3	0416	11-296	1.50	1.50
WILLOW SPRINGS NORTH 1	0530	11-347	1.50	1.50
WILLOW SPRINGS NORTH 2	0321	11-282	1.25	1.25
WILSHIRE 4	0016	11-177	1.25	1.25
WILSHIRE 7	0616	11-327	2.00	2.00
WILSHIRE ESTATES 3-1	0005	11-120	1.25	1.50
WILSHIRE ESTATES 3-2	0007	11-162	1.25	1.50
WILSHIRE ESTATES 5-1&2	0109	11-201	1.50	1.75
WILSHIRE ESTATES 6-A&B	0228	11-265	3.75	3.75
WILSON-ROSSO-LOWE	0318	11-288	3.75	4.75
WINDING CREEK ESTATES SEC 4	1715	11-589	6.75	6.75
WINDSONG	0509	11-321	1.25	1.25
WINGATE FARMS 1&2	1301	11-506	2.50	2.50
WOODLAND GLEN	0310	11-280	1.25	1.25
WOODLAND GLEN 2	0412	11-032	1.50	1.50
WOODLAND HALL 1	0209	11-231	7.75	9.50
WOODLAND HALL 2	0816	11-420	3.75	3.75
WOODS AT WEEPING ROCK	1504	11-559	2.50	2.50
WOODS AT WILDCAT RUN	0602	11-416	4.50	5.50
WOODS OF DORNOCH 2	0103	11-196	6.25	6.25
WOODS OF DORNOCH 3	0211	11-236	1.00	1.00
WOODS OF DORNOCH 4	0503	11-307	1.25	1.25
WOODS OF DORNOCH 5	1719	11-610	2.00	2.00
WOODS OF MEDALLION	1004	11-468	3.75	3.75
WOODS ON SELDOM SEEN 3-1	0108	11-211	1.25	1.25
WOODS ON SELDOM SEEN 3-2	0203	11-243	3.00	3.00
ZIMMERMAN	0317	11-287	3.00	3.00

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

9

RESOLUTION NO. 21-527

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0122	Spectrum	E. Powell Road	Directional bore
UT21-0123	Columbia Gas	Rome Corners Road	Install gas main
UT21-0124	Spectrum	Corduroy Road	Place fiber in ROW
UT21-0125	WOW	Maketewah Drive	Directional bore

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

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RESOLUTION NO. 21-528

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR HARVEST CURVE:

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

WHEREAS, on June 14, 2021, a Ditch Maintenance Petition for Harvest Curve B (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Harvest Curve located off Steitz Road in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$557,386.42. The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. 38 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$14,668.06 per lot. An annual maintenance fee equal to 2% of this basis (\$293.36) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$11,147.68 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

11

RESOLUTION NO. 21-529

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES AGREEMENT 2021-1 WITH GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC.:

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

WHEREAS, the County Engineer recommends approval of General Engineering Services Contract No. 2021-1 between the Delaware County Board of Commissioners and Glaus, Pyle, Schomer, Burns & DeHaven, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following professional services agreement:

**PROFESSIONAL SERVICES AGREEMENT
General Engineering Services**

This Agreement is made and entered into this 14th day of June, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Glaus, Pyle, Schomer, Burns & DeHaven, Inc. dba GPD Group, 1801 Watermark Drive, Suite 210, Columbus, OH 43215 ("Consultant"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

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- 1.1 The Consultant will provide general engineering services (the “Services”) to the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be further described in and rendered by the Consultant in accordance with the following documents, to be retained and on file with each of the Parties, and by this reference made part of this Agreement:

Delaware County General Engineering Services 2021-1 Scope of Services dated 3-15-2021.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

County Engineer:

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

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: R. Tony Burgoyne, P.E.

Address of Firm: 1801 Watermark Drive, Suite 210

City, State, Zip: Columbus, Ohio 43215

Telephone: (614) 210-0751

Email: tburgoyne@gpdgroup.com

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6 PAYMENT

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

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Project Manager and shall complete the services within 24 months from said date. No extensions will be provided without prior written authorization.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

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

14 MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

**GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO**

Scope of Services

Delaware County General Eng Serv 2021-1
Scope of Services Date: 2-22-2021
PID No. Various

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

Roadway Design
Plan Review
Intersection Design
Bridge Design
Bridge Inspection (not including Underwater Bridge Inspection)
Surveying Services
Traffic Studies
Preparation of Right of Way Descriptions/Plans
Lighting Design

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Traffic Signal Design
Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be 24 months from authorization.

The total amount of this agreement shall not exceed \$300,000.00.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-In driving to Florida, it is clear that people are vacationing again. The roads were very busy.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Would like to recognize today is Flag Day.

Commissioner Benton

- Attended the follow up meeting from ODOT about the 36/37/I71 new interchange and the US23 study.
- The Land Bank will meet on Wednesday.
- This is Bob Lamb's (Director of Economic Development) last week. Would like to thank him for his service and wish him the best on his next endeavor.
- Congrats to Oklahoma University on their NCAA Softball Championship.

Commissioner Merrell

- OU did win their NCAA Softball Championship
- Attended the CORSA meeting on Friday.
- The Mental Health Recovery & Services Board has another immediate opening. With no objection of the board, would like to appoint the second candidate interviewed by the Board. Mr. Frommer will inform Jane Hawes to draft a resolution to do so.

Recessed at 9:52 AM/ Reconvened at 10:01 AM

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

10:00 A.M. Reconvening of Public Hearing To Address The Ribov #620 Watershed Drainage Improvement Petition Project

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10:00A.M. RECONVENING OF FINAL HEARING FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT

THE PROPOSED WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 3 POTENTIAL PARTS:

- “MAIN”
- “LATERAL #1”
- “LATERAL #3”

RESOLUTION NO. 21-530

10:00A.M. RECONVENING OF FINAL HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to reconvene the hearing at 10:01A.M..

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

RESOLUTION NO. 21-531

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules

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Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

RESOLUTION NO. 21-532

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS REJECTING FOR CONSIDERATION THE EXCEPTION TO THE ASSESSMENTS FILED BY CHARLIE REFFITT AND HONDROS FARMS LLC FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and held on, June 14, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December 3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on May 25, 2021, well after the December 3, 2020 date fixed for the final hearing, Charlie Reffitt and Hondros Farms LLC submitted an exception to the assessments for the RIBOV #620 Drainage Improvement Petition Project (exception to the assessments labeled "Exhibit CC" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby rejects for consideration the exception to the assessments filed by Charlie Reffitt and Hondros Farms LLC for the RIBOV #620 Drainage Improvement Petition Project (exceptions to the assessments labeled "Exhibit CC," and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project) due to the exception being filed after the deadline for submission.

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

RESOLUTION NO. 21-533

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS REJECTING FOR CONSIDERATION THE CLAIM FOR DAMAGES FILED BY RICH AND JOYCE BOURGAULT FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and held on, June 14, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December 3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on June 8, 2021, well after the December 3, 2020 date fixed for the final hearing, Rich and Joyce Bourgaault submitted a claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim

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for damages labeled “Exhibit DD” and available in the Commissioners’ Office file for the RIBOV #620 Drainage Improvement Petition Project); and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio rejects for consideration the claim for damages filed by Rich and Joyce Bourgault for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled “Exhibit “DD”, and available in the Commissioners’ Office file for the RIBOV #620 Drainage Improvement Petition Project) due to the claim being filed after the deadline for submission.

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

RESOLUTION NO. 21-534

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING FOR CONSIDERATION THE CLAIM FOR DAMAGES FILED BY PAM AND JON RICE FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and held on, June 14, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December 3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on December 2, 2020,, Pam and Jon Rice submitted a claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled “Exhibit AA” and available in the Commissioners’ Office file for the RIBOV #620 Drainage Improvement Petition Project); and

WHEREAS, the Board finds the exceptions to the assessments meets the facial requirements of R.C. 6131.17;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio accepts for consideration the claim for damages filed by Pam and Jon Rice for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled “Exhibit “AA”, and available in the Commissioners’ Office file for the RIBOV #620 Drainage Improvement Petition Project).

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

RESOLUTION NO. 21-535

IN THE MATTER OF ALLOWING THE CLAIM FOR DAMAGES FILED BY PAM AND JON RICE FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and held on, June 14, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December

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3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on December 2, 2020, Pam and Jon Rice submitted a claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit AA" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project); and

WHEREAS, on June 14, 2021, at the reconvening of the final hearing, after hearing testimony from the property owner, the Board is prepared to issue its findings on the claim for damages;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby allows the claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit AA" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project);

BE IT FURTHER RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby orders the Delaware County Engineer to prepare new assessments for the proposed improvement, and the Clerk of the Board shall, in accordance with section 6131.16 of the Revised Code, notify all owners of the new assessments, to the extent affected by the allowance of the claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit AA" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project).

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

RESOLUTION NO. 21-536

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING FOR CONSIDERATION THE CLAIM FOR DAMAGES FILED BY RICH AND JOYCE BOURGALT FOR THE RIBOV #620 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 17, 2014, a drainage improvement petition for the RIBOV #620 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and held on, June 14, 2021, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Petition Project; and

WHEREAS, under the applicable law in effect at the time of the reconvening of the final hearing on December 3, 2020, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board on or before the date fixed for the final hearing; and

WHEREAS, on December 2, 2020, Rich and Joyce Bourgault submitted a claim for damages for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit BB" and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project); and

WHEREAS, the Board finds the exceptions to the assessments meets the facial requirements of R.C. 6131.17;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio accepts for consideration the claim for damages filed by Rich and Joyce Bourgault for the RIBOV #620 Drainage Improvement Petition Project (claim for damages labeled "Exhibit "BB", and available in the Commissioners' Office file for the RIBOV #620 Drainage Improvement Petition Project).

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

RESOLUTION 21-537 was not utilized.

RESOLUTION NO. 21-538

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT TO THURSDAY, AUGUST 5, 2021 at 11:00 AM:

It was moved by Mrs. Lewis, seconded by Mr. Benton to continue the hearing at until Thursday, August 5,

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2021 at 11:00 A.M..

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

RESOLUTION NO. 21-539

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

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:

Section 1. The Board hereby adjourns into executive session for consideration of pending or imminent litigation.

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

RESOLUTION NO. 21-540

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners