

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 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

9:45 A.M. Public Hearing To Consider The Approval And Adoption Of Amendments To The Subdivision Regulations Of Delaware County, Ohio Pursuant To The Ohio Revised Code Sections 711.10, 711.132, And 711.133

1
RESOLUTION NO. 21-1059

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 28, 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 October 28, 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
-None.

3
RESOLUTION NO. 21-1060

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1029:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1029 and Purchase Orders as listed below:

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

4
RESOLUTION NO. 21-1061

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF SEPTEMBER 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of September 2021.

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

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

5
RESOLUTION NO. 21-1062

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE TREASURER’S OFFICE:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

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WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card 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 cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

| | |
|--|-----------|
| Appointing Authority: | Treasurer |
| Office/Department: | Treasurer |
| Daily spending per card: | \$5,000 |
| Monthly spending per card: | \$10,000 |
| Single transaction limit: | \$5,000 |
| Daily number of transactions per card: | 10 |
| Monthly number of transactions per card: | 50 |

Name on Card: Donald Rankey, Jr.

Department Coordinator: Jessica Bendle

| | |
|--|-----------|
| Appointing Authority: | Treasurer |
| Office/Department: | Treasurer |
| Daily spending per card: | \$5,000 |
| Monthly spending per card: | \$5,000 |
| Single transaction limit: | \$5,000 |
| Daily number of transactions per card: | 10 |
| Monthly number of transactions per card: | 25 |

Name on Card: Rick Karr

Department Coordinator: Jessica Bendle

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

6
RESOLUTION NO. 21-1063

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE ESCROW ADMINISTRATION – INTERFUND REVENUE FUND:

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

| | | |
|------------------------------------|--|----------|
| Supplemental Appropriation | | |
| 76714903-5001 | | 8,650.00 |
| Escrow Administration/Compensation | | |

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

7
RESOLUTION NO. 21-1064

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY SEWER DISTRICT’S PARTICIPATION IN AN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT FOR UNIFORM RENTAL:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) has before it a request from the Delaware County Sewer District to expend county monies for uniform rental; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, a contract for the uniform rental is available via the Program;

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

Section 1. The Board hereby authorizes the Delaware County Sewer District’s participation in a Program contract for uniform rental services.

Section 2. The Board hereby declares that the uniform rental will be from Cintas, an approved vendor under the Program, pursuant to the terms and conditions set forth in Index GDC020, Contract #RS900118 of the Program, which is, by this reference, fully incorporated herein and of which the purchase orders shall be made a part.

Section 3. The contract approved herein shall commence January 1, 2022.

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

8
RESOLUTION NO. 21-1065

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH H.R. GRAY & ASSOCIATES, INC., FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Board of Commissioners previously entered into a contract on October 19, 2020, with H.R. Gray & Associates, Inc., for On-Call Construction Inspection Services; and

WHEREAS, Amendment No. 1 was approved on August 9, 2021; and

WHEREAS, Amendment No. 2 authorizes an increase to the contract cost in the amount of \$70,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 2 to the Professional Services Agreement with H.R. Gray & Associates, Inc., for On-Call Construction Inspection Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 2 to the Professional Services Contract with H.R. Gray, Inc.:

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
On-Call Construction Inspection

This Amendment No. 2 to the Professional Services Agreement dated October 19, 2020 (the “Agreement”) is made and entered into on November 1, 2021 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and H.R. Gray & Associates, Inc., 3770 Ridge Mill Drive, Columbus, Ohio 43026 (“Consultant”), hereinafter collectively referred to as the “Parties.”

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.2 of the Agreement shall be modified to increase the maximum total compensation to Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2.

BE IT FURTHER RESOLVED that the Board of Commissioners approves an increase to purchase order P2101220 for H.R. Gray & Associates, Inc., in the amount of \$70,000.00.

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

9
RESOLUTION NO. 21-1066

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR 2021 SANITARY SEWER REHABILITATION PROJECT:

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

WHEREAS, the Delaware County Regional Sewer District desires to bid the 2021 Sanitary Sewer Rehabilitation Project; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the 2021 Sanitary Sewer Rehabilitation Project;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the specifications for the project known as 2021 Sanitary Sewer Rehabilitation Project and authorizes the Sanitary Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Notice:

PUBLIC NOTICE
ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT
2021 SANITARY SEWER REHABILITATION PROJECT

Sealed Bids for the 2021 SANITARY SEWER REHABILITATION PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Friday, December 3, 2021**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor and material to clean and televise approximately 8,000 LF of 8” to 15” sanitary sewer, install cured-in-place lining in approximately 4,600 LF of 8” to 15” sanitary sewer, line seven manholes, and replace two manholes, as shown in the contract documents.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier’s check or certified check must be at least TEN percent (10%) of the Bidder’s maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder’s maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer’s Estimate is \$ 444,000.

A pre-Bid conference will be held on **November 9, 2021** at **10:00 A.M.** at the Delaware County Regional Sewer District Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, Ohio 43035. Attendance at this conference is not required to bid but is encouraged.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on **November 2, 2021** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

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

10
RESOLUTION NO. 21-1067

**IN THE MATTER OF APPROVING REVISION NO. 1 TO THE SANITARY SEWER
SUBDIVIDER’S AGREEMENT FOR RESERVE AT SCIOTO BLUFF:**

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

WHEREAS, the Sanitary Engineer recommends approval of Revision No. 1 to the Sanitary Sewer Subdivider’s Agreement for Reserve at Scioto Bluff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Revision No. 1 to the Sanitary Sewer Subdivider’s Agreement for Reserve at Scioto Bluff:

REVISION NO. 1 TO SUBDIVIDER'S AGREEMENT
RESERVE AT SCIOTO BLUFF

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This Revision No. 1 to the original Subdivider's Agreement, which was entered into on June 28, 2021, is made and entered into this 1st day of November, 2021, by and between **Principle Real Estate Development, LLC** (the "Subdivider"), and the Delaware County Board of Commissioners (the "County").

RECITALS

WHEREAS, the Original Agreement referenced a specific reimbursement date contingent on final approval of the Improvements, and,

WHEREAS, the Sanitary Engineer recommends editing the wording of portions of the Original Agreement in order to allow additional time for acquiring the affidavit or waiver of lien from all contractors, and

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Amendment, the SUBDIVIDER and the COUNTY mutually agree to the following revisions to the Original Agreement as presented in the underlined italic and stricken text below:.

SECTION I: INTRODUCTION

This Agreement is entered into on June 28, 2021, by and between **Principle Real Estate Development, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the Reserve at Scioto Bluff Subdivision Plat (the "Plat") filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the **Sanitary Sewer Improvements for The Reserve at Scioto Bluff**, dated **March 24, 2021**, and approved by the County on **April 7, 2021**, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse the Subdivider a portion of the construction cost through a reduction in fees, which is reflected in Section IV hereof, and tap fee credits under the following terms:

- Installing 280 linear feet of 12" sewer = \$70,802.00
- Rock excavation = \$19,198.00
 - Reimbursement for rock excavation will go down to \$0.00 if Improvements are not complete with final approval from the County by October 15, 2021 November 5, 2021.

The maximum total reimbursement amount is \$90,000, which may only be used by the Subdivider within The Reserve at Scioto Bluff development. The Subdivider and the County mutually acknowledge and agree that this grant of tap fee credits is intended to establish the reasonable charge for the Subdivider to connect to the Improvements, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the Improvements, such charge being a special exception to the established charge.

In addition, per the Amendment No. 1 to the River Bluff Phase 2 Subdivider's Agreement entered into on March 16, 2021, Epcon River Bluff, LLC will contribute \$306,130 (the "Epcon Contribution") towards construction of the Improvements.

SECTION II: CAPACITY

There are 18 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the Plat prior to beginning construction, the Subdivider shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranty equal to the cost of construction (\$352,345.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the Plat, no approved financial warranties are necessary until such time as Subdivider elects to record the Plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for Sanitary Sewer Improvements The Reserve at Scioto Bluff.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer **\$6,373.33** for plan review of the Sanitary Sewer Improvements for the Reserve at Scioto Bluff. The Subdivider shall also pay the Delaware County Sanitary Engineer **\$15,478.08** for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements for The Reserve at Scioto Bluff**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the amount of \$15,478.08, the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Sanitary Sewer Improvements for The Reserve at Scioto Bluff as required by the County.

SECTION V: CONSTRUCTION

The Subdivider agrees that construction shall be complete and the Improvements approved by the County by October 15, 2021.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All

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Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder’s Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of- way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements. Within forty-five (45) days after the adoption of the Resolution accepting the Improvements, the County shall remit to the Subdivider the Epcon Contribution as paid to the County.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size) and a digital copy in .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider’s heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County’s sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans

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

11
RESOLUTION NO. 21-1068

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2022 TAXES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the

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unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$146,489.02 to the County Auditor for the 2022 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

2022 Sewer Tax Assessments
To be certified by the Board of Commissioners on 11/1/2021

Breakdown of Assessments by Treatment Plant:

| | |
|--------------------------------------|--------------|
| 66211900-4108-11903 – OECC | \$50,008.69 |
| 66211900-4108-11904 – Alum Creek | \$84,031.15 |
| 66211900-4108-11905 – Lower Scioto | \$2,488.42 |
| 66211900-4108-11912 - Package Plants | \$9,960.76 |
| Total Assessments | \$146,489.02 |

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

12
RESOLUTION NO. 21-1069

IN THE MATTER OF APPROVING TRANSFERS OF FUNDS FOR THE REGIONAL SEWER DISTRICT:

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

| | | |
|--------------------|----------------------------|-----------------|
| Transfer of Funds | | |
| From: | To: | |
| 66211900-5801 | 66711900-4601 | \$10,978,000.00 |
| SRF-Cash Transfers | Capital/Interfund Revenues | |
| 66211900-5801 | 66711900-4601 | \$522,000.00 |
| SRF-Cash Transfers | Capital/Interfund Revenues | |

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

13
TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

14
RESOLUTION NO. 21-1070

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR DITCH MAINTENANCE:

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

Supplemental Appropriation

| | |
|---|-------------|
| 21911401-5328 Ditch Maintenance/Maint & Repair Services | \$25,000.00 |
|---|-------------|

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

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15
RESOLUTION NO. 21-1071

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 |
|-----------|----------------------|---------------------------|--------------------|
| UT21-0188 | Spectrum | Piatt Preserve | Place cable in ROW |
| UT21-0189 | Spectrum | Hampshire Ave | Place cable in ROW |
| UT21-0190 | Spectrum | Big Bear Ave | Place cable in ROW |
| UT21-0191 | Columbia Gas | Clarkshaw Moors 5 | Install gas main |
| UT21-0192 | Suburban Natural Gas | Roloson Road | Road bore |
| UT21-0193 | Suburban Natural Gas | The Reserve at Evans Farm | Install gas main |

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

16
RESOLUTION NO. 21-1072

IN THE MATTER OF APPROVING THE DEVELOPER’S AGREEMENT FOR 3B’S & K ROAD CONTRIBUTION IN CONJUNCTION WITH HIDDEN CREEK ESTATES AND THE OWNER’S AGREEMENT FOR HIDDEN CREEK ESTATES SECTION 1:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for 3B’s & K Road Contribution in conjunction with Hidden Creek Estates and the Owner’s Agreement for Hidden Creek Estates Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for 3B’s & K Road contribution in conjunction with Hidden Creek Estates and the Owner’s Agreement for Hidden Creek Estates Section 1:

3B’s & K Road

DEVELOPER’S AGREEMENT
JOB NUMBER 21024

THIS AGREEMENT made and entered into this 1st day of November, 2021, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and Hidden Creek Estates LLC, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The OWNER is constructing a development known as Hidden Creek Estates (the “Development”), which will include a new roadway access to 3B’s & K Road and contribute to the need for improvements to 3B’s & K Road or other roadways in the vicinity of the Development which shall be constructed by the COUNTY (the “Improvements”).
- 2) Prior to beginning construction on the Development, the OWNER shall pay to the COUNTY Three Hundred Fifty-Nine Thousand Dollars (\$359,000), mutually agreed to be the OWNER’S proportional share of, and contribution toward, the cost and expense of the Improvements. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to 3B’s & K Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) To the extent the OWNER, either directly or through its agents or contractors, performs any work within the COUNTY’s right-of-way, the OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 4) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County

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Engineer shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.

- 5) If the **OWNER** should 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**.
- 6) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

Hidden Creek Estates Section 1

**OWNER'S AGREEMENT
PROJECT NUMBER: 21023**

THIS AGREEMENT, executed on this 1st day of November, 2021 between **HIDDEN CREEK ESTATES LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Hidden Creek Estates Section 1**, further identified as Project Number 21023 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further **THIRTY FIVE THOUSAND DOLLARS (\$35,000)** 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.

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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 herein.

EXHIBIT “A”

| | |
|--------------------------|-----------|
| CONSTRUCTION ESTIMATE | \$863,300 |
| CONSTRUCTION BOND AMOUNT | \$863,300 |
| MAINTENANCE BOND AMOUNT | \$ 86,400 |
| INSPECTION FEE DEPOSIT | \$ 35,000 |

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

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RESOLUTION NO. 21-1073

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETY FOR HEATHER RIDGE SECTION 2:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Heather Ridge Section 2 Subdivision (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.19 mile to Township Road Number 1728, Heather Ridge Drive
- Parsley Place, to be known as Township Road Number 1787
- Hollow Oak Court, to be known as Township Road Number 1788
- Shadowfair Lane, to be known as Township Road Number 1789; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1787, Parsley Place, at its intersection with Township Road Number 1726, Heather Ridge Drive
- On Township Road Number 1787, Parsley Place, at its intersection with Township Road Number 1788, Hollow Oak Court
- On Township Road Number 1788, Hollow Oak Court, at its intersection with Township Road Number 1726, Heather Ridge Drive
- On Township Road Number 1789, Shadowfair Lane, at its intersection with Township Road Number 172, Heather Ridge Drive; and

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to the owners, Homewood Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein, accepts the roads, approves speed limits and stop conditions, and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

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RESOLUTION NO. 21-1074

IN THE MATTER OF APPROVING COOPERATIVE PROJECT AGREEMENTS BETWEEN DELAWARE COUNTY AND CONCORD, DELAWARE, GENOA, HARLEM, KINGSTON, LIBERTY, ORANGE, OXFORD, PORTER, SCIOTO AND CONCORD, AND THOMPSON TOWNSHIPS AND VILLAGE OF OSTRANDER AND SCIOTO TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of the Cooperative Project Agreements with Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Orange, Oxford, Porter, Scioto and Concord, and Thompson Townships, and Village of Ostrander and Scioto Township;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperative Project Agreements with Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Orange, Oxford, Porter, Scioto and Concord, and Thompson Townships, and Village of Ostrander and Scioto Township:

Concord Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
CONCORD TOWNSHIP
AND DELAWARE COUNTY**

CONCORD TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as BUNTY STATION ROAD IMPROVEMENTS PROJECT for Round 36 of the OPWC programs.

CONCORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$15,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by CONCORD TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Delaware Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
DELAWARE TOWNSHIP
AND DELAWARE COUNTY**

DELAWARE TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as BRAUMILLER ROAD (TR 92) ROAD IMPROVEMENTS, for Round 36 of the OPWC programs.

DELAWARE TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road & Bridge fund not to exceed \$40,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by DELAWARE TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

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Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Genoa Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
GENOA TOWNSHIP
AND DELAWARE COUNTY**

GENOA TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as MOUNT ROYAL AVENUE IMPROVEMENTS PROJECT for Round 36 of the OPWC programs.

GENOA TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$20,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by GENOA TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Harlem Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
HARLEM TOWNSHIP
AND DELAWARE COUNTY**

HARLEM TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as HARLEM TWP ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

HARLEM TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Contract Services fund not to exceed \$10,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by HARLEM TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Kingston Township

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COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
KINGSTON TOWNSHIP
AND DELAWARE COUNTY

KINGSTON TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as WILSON ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

KINGSTON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas Tax fund not to exceed \$25,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by KINGSTON TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Liberty Township

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
LIBERTY TOWNSHIP
AND DELAWARE COUNTY

LIBERTY TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as SELDOM SEEN ROAD (TR 121) ROAD IMPROVEMENT, for Round 36 of the OPWC programs.

LIBERTY TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$160,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by LIBERTY TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Orange Township

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
ORANGE TOWNSHIP
AND DELAWARE COUNTY

ORANGE TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as PARKLAWN DRIVE IMPROVEMENTS PROJECT for Round 36 of the OPWC programs.

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Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by ORANGE TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Oxford Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
OXFORD TOWNSHIP
AND DELAWARE COUNTY**

OXFORD TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as PIPER ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

OXFORD TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road and Bridge fund not to exceed \$20,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by OXFORD TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Porter Township

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
PORTER TOWNSHIP
AND DELAWARE COUNTY**

PORTER TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as PORTER TOWNSHIP ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

PORTER TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the General fund not to exceed \$35,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by PORTER TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

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This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Scioto Township and Concord Township

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
SCIOTO TOWNSHIP,
CONCORD TOWNSHIP,
AND DELAWARE COUNTY

SCIOTO TOWNSHIP, the Project Sponsor, CONCORD TOWNSHIP, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as RUSSELL ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

SCIOTO TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Contracted Services fund not to exceed \$22,000, and will pay its Local Share as invoices are due.

CONCORD TOWNSHIP will provide its portion of the Local Share from the Road fund in an amount equal to one percent (1.0 %) of the Total Project Cost, not to exceed \$7,000, as reimbursement to the Sponsoring Agency within 30 days of receipt of invoice, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by SCIOTO TOWNSHIP AND CONCORD TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County and CONCORD authorize the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Thompson Township

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
THOMPSON TOWNSHIP
AND DELAWARE COUNTY

THOMPSON TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as DONOVAN AND WELSH ROAD IMPROVEMENTS PROJECT for Round 36 of the OPWC programs.

THOMPSON TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Gas Tax fund not to exceed \$31,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by THOMPSON TOWNSHIP not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated

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above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

Village of Ostrander and Scioto Township

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
VILLAGE OF OSTRANDER,
SCIOTO TOWNSHIP,
AND DELAWARE COUNTY

VILLAGE OF OSTRANDER, the Project Sponsor, SCIOTO TOWNSHIP, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as FIELD STREET/MITCHELL LANE ROAD IMPROVEMENTS PROJECT, for Round 36 of the OPWC programs.

VILLAGE OF OSTRANDER will provide the Local Share as described in the OPWC Application for Funding Assistance from the Street Maintenance fund not to exceed \$31,000, and will pay its Local Share as invoices are due.

SCIOTO TOWNSHIP will provide its portion of the Local Share from the Contracted Services fund in an amount equal to 3.5 percent (3.5%) of the Total Project Cost, not to exceed \$15,000, as reimbursement to the Sponsoring Agency within 30 days of receipt of invoice, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by VILLAGE OF OSTRANDER AND SCIOTO TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County and Scioto Township authorize the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

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

19
RESOLUTION NO. 21-1075

**IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF HEALTH CONTRACT UNIT
TUBERCULOSIS FUNDING AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HEALTH
("ODH") AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

**OHIO DEPARTMENT OF HEALTH
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, Tuberculosis/Healthcare-Associated Infections Program
Sarah Mitchell, Program Manager ("ODH Agreement Manager")
246 N. High Street, Columbus, Ohio 43215
614-387-0652
sarah.mitchell@odh.ohio.gov

and

Delaware County Board of Commissioners
President, County Commissioner Gary Merrell
91 North Sandusky St. Delaware, OH 43015
(740) 833-2100
gmerrell@co.delaware.oh.us
0000056163-36

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For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. This Agreement must be signed by Recipient and returned along with required attachments to ODH, at Procurement@odh.ohio.gov and Sarah Mitchell (sarah.mitchell@odh.ohio.gov) within fourteen (14) days. A copy of the fully executed Agreement will be returned to Recipient.

1. PURPOSE & OBJECTIVE. All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").

2. REQUIRED QUALIFICATIONS. Recipient must be an office of an Ohio County Commissioner.

3. AGREEMENT TERM. Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:
9/1/2021

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:
12/31/2021

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as: Center for Disease Control and Prevention (CDC)-Tuberculosis Elimination and Laboratory Cooperative

4.2. Federal Award Identification Number (FAIN): NU52PS910184

4.3. CFDA Number: 93.116

4.4. Ohio Statute Authorizing Administration of the Program: Ohio Revised Code ("O.R.C.") 3701.04 (A)(4) & 3701.146

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

__ Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;

__ If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;

__ Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;

__ Recipient certifies its non-profit status and authority to do business in Ohio;

__ Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;

__ Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

__ Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions;

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promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Romero Stokes, Grants Management Officer
Centers for Disease Control and
Prevention Infectious Disease Services
2939 Flowers Road, MS-TV
2 Atlanta, GA 30341
Email: rstokes@cdc.gov

AND

U.S. Department of Health and Human Services

Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

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7. SCOPE OF ACTIVITIES, DELIVERABLES & SUBSIDY.

| | Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required) | Due Date | Subsidy |
|------------------------|--|---------------------------|--|
| | During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated: | | |
| 7.1. | Offices of County Commissioners will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2020-12/31/2020. The following criteria must be met and documented in ODRS to receive payment: 1. Anti-TB drug regimen must meet American Thoracic Society (ATS)/Centers for Disease Control and Prevention (CDC)/Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities. 2. Directly observed therapy (DOT) must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines. 3. Treatment completion dates and doses for the anti-TB drug regimen must be documented. 4. HIV status must be documented as negative, positive, or refused. 5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation. 6. For culture positive cases, one specimen must be submitted to the Ohio Department of Health Laboratory for genotyping/whole-genome sequencing. 7. All high-priority contacts must be entered into the disease surveillance system. High priority contacts are defined as household contacts, contacts under age 5 years, contacts with medical risk or immunocompromised, or anyone with total duration of known contact greater than or equal to 8 hours. 8. Cases must receive 80% of their care in the county for that county to claim eligibility. | 12/31/2021 | |
| 7.2. | County Commissioners shall submit an invoice related to the costs of the work associated with this Agreement. Mandatory requirements on invoice: 1. Time period when work was performed (1/1/2020-12/31/2020); 2. List of ODRS numbers for all eligible cases that met criteria; 3. Total number of eligible cases; 4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education); and Invoice example is attached to the Agreement. | 12/31/2021 | \$ 3,375 per TB case meeting treatment standards |
| TOTAL AGREEMENT AMOUNT | | Not to Exceed \$ 3,375 | |

8. AGREEMENT TERMS AND CONDITIONS.

8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.

8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.

- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient’s performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon

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the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.

- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
 - 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.
- 8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
 - 8.2.10.1. Violence Against Women Act;
 - 8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;
 - 8.2.10.3. Infertility prevention project;
 - 8.2.10.4. Minority HIV/AIDS initiative; and/or
 - 8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.

- 8.3. **Agreement Period; Extension.** This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.
- 8.4. **Suspension and Termination.** ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement

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in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.

- 8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.
- 8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.

8.5. Breach or Default.

- 8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).

8.7. Conflict of Interest and Ethics Laws.

- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is

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of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.

- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8.8. Nondiscrimination and Equal Employment Opportunity.

- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
 - 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;
 - 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
 - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 8.8.1.7. Intentionally omitted; and
 - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

- 8.9. **"Sweatshop Free" Certification** . Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 8.10. **Records, Documents and Information.** All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:

- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall

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immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.

8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part.

Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.

8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

- 8.11. Disclosure of Personal Health Information.** Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.

- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services.** No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to acquire for services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Agreement, ODH reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, the Recipient must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver has been attained to perform the services outside the United States. Recipient agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.

8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.

8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.

8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with

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acquiring those substitute services.

8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

- 8.13. Assignment.** Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace.** Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules.** When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 8.16. Trafficking Victims Act.** In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 8.17. Compliance.**
- 8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void ab initio as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.
- 8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.
- 8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 8.18. Limitation of Liability.** Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

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- 8.19. Insurance.** Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:
- 8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
 - 8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
 - 8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 8.20. Rights in Deliverables, Data and Copyrights.** Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 8.21. Attachments.** Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability.** If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments.** This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings.** The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival.** All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall

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survive the termination of this Agreement.

8.27. Notices.

- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as “ODH Agreement Manager” or “Recipient’s Authorized Representative” or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

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

20
RESOLUTION NO. 21-1076

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF A PETITION, FILED BY KERBLER BUILDERS AND OTHERS, REQUESTING THE CONSTRUCTION OF IMPROVEMENTS TO HOME ROAD AND GREEN MEADOWS DRIVE BOTH LOCATED EAST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO, AND ASSESSING THE COST THEREFOR, AND SETTING DATE, TIME, AND PLACE TO VIEW THE PROPOSED IMPROVEMENTS:

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

WHEREAS, pursuant to section 5555.03 of the Revised Code, when a petition is presented to the board of county commissioners asking for the construction, reconstruction, improvement, or repair of any public road or part thereof and signed by at least fifty-one per cent of the land or lot owners, residents of such county, who are to be specially taxed or assessed for said improvement, the board shall, within thirty days after such petition is presented, go upon the line of the proposed improvement and, after viewing it, determine whether the public convenience and welfare require that such improvement be made; and

WHEREAS, on October 26, 2021, Kerbler Builders; Kerbler Farms, LLC; and JAK Investments II, LLC, jointly filed a petition with the Delaware County Board of Commissioners (the “Board”) requesting the construction of improvements to Home Road and Green Meadows Drive, both located east of U.S. Route 23 in Orange Township, Delaware County, Ohio (the “Improvements”); and

WHEREAS, the petitioners also request the Board levy an assessment to pay for a specified amount of the cost of the Improvements, and the petitioners represent at least fifty-one percent of the owners of lands to be assessed; and

WHEREAS, pursuant to section 5555.05 of the Revised Code, the Board wishes to set the date, time, and place to go upon the line of and view the Improvements;

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

Section 1. The Board hereby sets **Monday, November 22, 2021, at 9:45A.M.**, as the date and time to view the Improvements. The view shall be conducted through drone photography and videography in the Board’s Hearing Room at 91 North Sandusky Street, Delaware, Ohio 43015.

Section 2. The Clerk of the Board is hereby directed to give notice of the view by publication in the Delaware Gazette once a week for two consecutive weeks.

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

Other Business:

RESOLUTION NO. 21-1077

IN THE MATTER OF APPROVING AN APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:

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

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

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

WHEREAS, Jason Sanson has applied for appointment to a term commencing immediately upon approval of this resolution and expiring on October 24, 2024; and

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

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

| Position | Appointee | Term Ends |
|----------|--------------|------------------|
| DATA 1 | Jason Sanson | October 24, 2024 |

Section 2. The appointment approved herein shall take effect immediately upon approval of this resolution.

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

22
ADMINISTRATOR REPORTS

Dawn Huston
-Open Enrollment starts today. Please log in to the portal even if you have no changes to complete the forms.

23
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-No reports.

Commissioner Benton
-Attended the Regional Planning meeting on Thursday evening.
-Will be attending a ribbon cutting ceremony tomorrow at the Creekside development for a new business.
-Auditor Kaitsa reported that Delaware County has received 16 green and 1 yellow rating for their Financial Indicators. Thanks to the State and County Auditor’s offices for the work they do.

Commissioner Merrell
-Will also be attending the ribbon cutting ceremony tomorrow afternoon.
-Election Day is tomorrow. Remember to get out to vote.

21
RESOLUTION NO. 21-1078

9:45A.M. DELAWARE COUNTY BOARD OF COMMISSIONERS’ PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing.

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

21 continued
RESOLUTION NO. 21-1079

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 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

21 continued
RESOLUTION NO. 21-1080

IN THE MATTER OF CLOSING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

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It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing.

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

21 continued
RESOLUTION NO. 21-1081

IN THE MATTER OF APPROVING AND ADOPTING AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

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

WHEREAS, the Delaware County Regional Planning Commission (hereinafter the “Commission”) originally adopted Subdivision Regulations of Delaware County, Ohio on March 16, 1967, and subsequently amended those regulations on July 27, 1986, October 24, 1991, April 1, 1992, May 27, 1992, January 1, 1997, July 23, 1998, September 9, 1998, January 2, 2007, September 6, 2007, June 20, 2013, October 27, 2016, February 15, 2018 and June 28, 2021; and

WHEREAS, pursuant to Ohio Revised Code section 711.10, the Commission has authority to adopt general rules, of uniform application, governing plats and subdivisions of land falling within its jurisdiction, to secure and provide for the proper arrangement of streets or other highways in relation to existing or planned streets or highways or to the county or regional plan, for adequate and convenient open spaces for traffic, utilities, access of firefighting apparatus, recreation, light, and air, and for the avoidance of congestion of population. The rules may provide for their modification by the Commission in specific cases where unusual topographical and other exceptional conditions require the modification. In addition, the rules may require the board of health to review and comment on a plat before the Commission acts upon it and also may require proof of compliance with any applicable zoning resolutions, and with household sewage treatment rules adopted under section 3718.02 of the Revised Code, as a basis for approval of a plat; and

WHEREAS, the Commission held the required public hearings for the following Amendments to the Subdivision Regulations of Delaware County, Ohio:

- Amendment #1 General
- Amendment #2 204.02 Preliminary Plan Submission
- Amendment #3 Section 205 Final Plat Procedure
- Amendment #4 Section 206 Final Plat Document

(the “Amendments”), pursuant to the Ohio Revised Code Sections 711.10, 711.132, and 711.133 [Subdivision Regulations of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on the web at <https://regionalplanning.co.delaware.oh.us/wp-content/uploads/sites/17/2021/07/Sub-Regs-2021-July-amendments.pdf>]; and

WHEREAS, the Commission adopted the Amendments on August 26, 2021, to be effective upon approval and adoption by the Board of Commissioners of Delaware County, Ohio (hereinafter the “Board”); and

WHEREAS, the Board held a public hearing on the proposed Amendments on November 1, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS:

- Section 1. That said Amendments are hereby approved and adopted, effective immediately upon passage of this Resolution.
- Section 2. That all formal deliberations and actions of the Board concerning the adoption of this Resolution were made in an open meeting of the Board.

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

25
RESOLUTION NO. 21-1082

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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

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session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 21-1083

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners