

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

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

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

1
RESOLUTION NO. 21-1197

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 6, 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 December 6, 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. 21-1198

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1210 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1210:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1210, memo transfers in batch numbers MTAPR1210 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Dude Solutions (P2103481)	Facilities work permit program	10011105-5320	\$5,525.33
Stark County (P2101124)	5 th District Court Fees	10029202-5301	\$13,962.34
PARR Public Safety (P2102643) (line 2)	RSD Safety Supplies Vehicles	66211900-5228	\$ 2,359.81
PARR Public Safety (P2102643) (line 3)	RSD Safety Supplies Vehicles Installation	66211900-5228	\$ 2,250.00
Commissioners (P2102499)	Other Services CSEA- Child Support	23711630-5380	\$2,827.00
Commissioners (P2102499)	Rental Services CSEA-Child Support	23711630-5335	\$3,456.00
Advantage (P2103469)	Foster Care Job & Family	22511607-5342	\$ 6,224.50
Br Developmental (P2103480)	Family Children's First	70161606-5348	\$47,825.28
City of Dublin (P2101049)	Regional Sewer Reimbursement	66211900-5319	\$40,494.82

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104855	MENTAL HEALTH	FY22 STRENGTHENING FAMILIES MOU	70161608 - 5301	\$9,750.00
R2105041	LAWHON AND ASSOCIATES INC	CULTURAL SURVEY FOR CDBG PY20	23011704 - 5365	\$11,475.00
R2105066	MARTIN PAINTING & COATING CO	PAINTING OF OECC CONFERENCE ROOM AND LOBBY AREA	66211900 - 5328	\$7,395.00

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

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RESOLUTION NO. 21-1199

IN THE MATTER OF ACCEPTING THE 2021 ANNUAL DELINQUENT TAX AND ASSESSMENT
COLLECTION FUND REPORT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the 2021 Annual Delinquent Tax and
Assessment Collection Fund Report.

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

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

5

RESOLUTION NO. 21-1200

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM BOB EVANS RESTAURANTS
LLC (DBA BOB EVANS RESTAURANT 394) AND FORWARDING TO THE OHIO DIVISION OF
LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a
new D1 liquor license request from Bob Evans Restaurants LLC (DBA Bob Evans Restaurant 394,), located at
46 Hornbeam Lane, Lewis Center, OH 43035; and

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

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

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

6

RESOLUTION NO. 21-1201

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE
PETITIONER, SARA RADCLIFFE, ESQ., ATTORNEY-AT-LAW, KEPHART FISHER LLC,
REQUESTING ANNEXATION OF 2.903 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE
CITY OF SUNBURY:

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

WHEREAS, on November 12, 2021, the Clerk to the Board of the Delaware County Commissioners received
an annexation petition filed by Sara Radcliffe, Esq., Attorney-at-Law, Kephart Fisher LLC, agent for the
petitioner, of 2.903 acres, more or less, in Berkshire Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file
an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall
enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of
Sunbury or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the
petition requesting annexation of 2.903 acres, more or less, from Berkshire Township to the City of Sunbury.

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

7

RESOLUTION NO. 21-1202

IN THE MATTER OF ADOPTING THE STATE MAXIMUM FEE SCHEDULE FOR APPOINTED
COUNSEL REIMBURSEMENT FOR THE REPRESENTATION OF INDIGENT PERSONS IN
CRIMINAL CASES:

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

WHEREAS, on September 3, 2020, the Delaware County Board of Commissioners (the “Board”) adopted
Resolution No. 20-781, establishing the Delaware County Public Defender Commission; and

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WHEREAS, the Delaware County Public Defender Commission has appointed a County Public Defender, whose office provides legal representation to indigent persons charged with the commission of criminal offenses or violations; and

WHEREAS, pursuant to section 120.16(E) of the Revised Code, Delaware County courts may appoint counsel other than the County Public Defender to represent indigent persons; and

WHEREAS, pursuant to section 2941.51(B) of the Revised Code, the Board shall establish a schedule of fees by case or on an hourly basis to be paid by the county for legal services provided by appointed counsel; and

WHEREAS, the current fee schedule for appointed counsel in Delaware County, adopted pursuant to section 120.33 of the Revised Code, has not been amended since 2000, and the Board wishes to adopt the Ohio Public Defender State Maximum Fee Schedule for Appointed Counsel Reimbursement, in accordance with the recommendation of the judges of the courts of Delaware County, the Delaware County Public Defender Commission, the Delaware County Public Defender's Office, and the Delaware County Bar Association;

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

Section 1. The Board hereby adopts the State Maximum Fee Schedule for Appointed Counsel (the "Schedule"), a copy of which is attached hereto and, by this reference, incorporated herein. The hourly rate to be paid by Delaware County for legal services provided by appointed counsel shall be the maximum rates stated in the Schedule for the particular type of proceeding, up to the maximum amount stated in the Schedule.

Section 2. The Board hereby directs the Clerk to certify a copy of this Resolution to the Delaware County Court of Common Pleas (all divisions), the Delaware Municipal Court, the Delaware County Public Defender's Office, the Delaware County Auditor, the Delaware County Bar Association, and the Ohio Public Defender.

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

Section 4. The Schedule adopted herein shall be effective for all appointments of counsel made on or after January 1, 2022, and this Resolution shall, as of that date, supersede Resolution No. 00-565.

SECTION II

STATE MAXIMUM FEE SCHEDULE FOR APPOINTED COUNSEL REIMBURSEMENT

A. General provisions

1. The Ohio Public Defender State Maximum Fee Schedule for Appointed Counsel Reimbursement contains the hourly rates and maximum amounts the OPD will reimburse counties for representation of indigent persons in criminal cases.
2. Pursuant to R.C. 120.33(A)(3), to receive reimbursement, a board of county commissioners must adopt a resolution to pay counsel appointed by the court, and must establish a fee schedule. The county is responsible for filing an up-to-date fee schedule with the OPD. Reimbursement will be based on the latest fee schedule filed with the OPD.
3. Reimbursement to the counties shall be based on the most serious offense with which the defendant is charged and will be made pursuant to either the State or county rate, whichever is lower. Reimbursement shall not exceed the established hourly or maximum rates unless otherwise provided for by statute, and will be made pursuant to R.C. 120.33 and R.C. 120.34.

B. Trial Level Proceedings

1. Reimbursement for representation in trial level cases not involving a death penalty specification will be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services.
2. Reimbursement for representation in trial level cases involving a death penalty specification will be made based on the maximum rate of \$125.00 per hour for both in-court and out-of-court services.
3. The prescribed maximum fees permitted in trial level proceedings are:

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<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Aggravated murder (w/specs) per R.C. 2929.04(A) and R.C. 2941.14(B)	As set by Capital Fee Council - see R.C. 120.33(D). The Council has currently set a rate of \$125 with no fee maximum.
Aggravated murder (w/o specs)	\$15,000/1 attorney \$25,000/2 attorneys
Murder	\$10,000
Felony with possible life sentence/ repeat violent offender/major drug offender	\$10,000
Felony (degrees 1-2)	\$8,000
Felony (degree 3)	\$5,000
Felony (degrees 4-5)	\$3,500
Misdemeanor (degrees 1-4)	\$2,000
Misdemeanor OVI/BAC	\$2,500
Contempt of court	\$500
Violation (Probation/Community Control)	\$750
Preliminary Hearings	\$300
Sex Offender Classification	\$750
Other	\$750

3. Reimbursement for guilty or no contest pleas will be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services, up to the prescribed maximums for each classification, or if selected by the board of commissioners, at a flat rate for non-homicide felonies, misdemeanors, and juvenile proceedings.

C. Juvenile proceedings

- Reimbursement for representation in juvenile proceedings will be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services.
- Reimbursement will not be made for non-attorneys appointed as a guardian ad litem.
- In abuse, dependency, and neglect cases, both the attorney and the guardian ad litem may bill up to the maximum fee allowed by the county for the initial dispositional hearing and each subsequent annual review hearing before the court.
- The prescribed maximum fees permitted in juvenile level proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Aggravated murder (w/specs) per R.C. 2929.04(A) and R.C. 2941.14(B)	As set by Capital Fee Council - see R.C. 120.33(D). The Council has currently set a rate of \$125 with no fee maximum.
Aggravated murder (w/o specs)	\$7,500/1 attorney \$12,500/2 attorneys
Murder	\$6,000

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Felony adjudication (degrees 1-2)	\$5,000
Felony adjudication (degrees 3-5)	\$3,500
Misdemeanor OVI/BAC	\$2,500
Misdemeanor	\$2,000
Traffic	\$300
Objections	\$750
Unruly	\$1,000
Bindover - Mandatory	\$750/1 attorney \$1,200/2 attorneys
Bindover - Discretionary	\$2,000/1 attorney \$3,000/2 attorneys
Reverse Bindover Amenability	\$1,500
SYO	Adult degree + 50%/2 attorneys
SYO Invocation	\$2,000/1 attorney \$3,000/2 attorneys
Adult in Juvenile Court	\$1,500
Violation (Probation/Community Control)	\$750
Violation (Parole/Supervised Release)	\$750
VCO	\$750
ADN Initial Custody	\$1,500
ADN Annual After Custody	\$1,500
Permanent Custody	\$2,500
Contempt of court	\$500
Purge Hearing	\$150
Sex Offender Classification/ Reclassification/Declassification	\$750
Expungement	\$300
Other	\$750

D. Appellate level proceedings

1. Reimbursement for representation in appellate level proceedings not involving a death sentence shall be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services.
2. Reimbursement for representation in appellate level proceedings involving a death sentence will be made based on the maximum rate of \$125.00 per hour for both in-court and out-of-court services.
3. The prescribed maximum fees permitted in appellate level proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
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Death Sentence	As set by Capital Fee Council - see R.C. 120.33(D). The Council has currently set a rate of \$125 with no fee maximum.
Cumulative Minimum Sentence exceeds 25 years	\$8,000
Felony (degrees 1-2) Trial	\$5,000
Felony (degree 3) Trial	\$3,500
Felony (degrees 4-5) Trial	\$2,500
Misdemeanor Trial	\$2,000
Felony Plea	\$1,500
Misdemeanor Plea	\$1,000
ADN Permanent Custody	\$3,500
Unruly	\$1,000
Other	\$1,000
26(B) Murnahan Felony (degrees 1-2) Trial	\$3,000
26(B) Murnahan Felony (degree 3) Trial	\$2,000
26(B) Murnahan Felony (degrees 4-5) Trial	\$1,000
OSC Jurisdiction Memorandum	\$1,500

E. Postconviction and habeas corpus proceedings

1. Reimbursement for postconviction and State habeas corpus proceedings not involving a death sentence will be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services.
2. Reimbursement for representation in appellate level proceedings involving a death sentence will be made based on the maximum rate of \$125.00 per hour for both in-court and out-of-court services.
3. The prescribed maximum fees permitted in postconviction and habeas corpus proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Death Sentence	As set by Capital Fee Council - see R.C. 120.33(D). The Council has currently set a rate of \$125 with no fee maximum.
Felony (degrees 1-2) (R.C. 2953.21 Petition/New Trial Mtn)	\$4,000
Felony (degree 3) (R.C. 2953.21 Petition/New Trial Mtn)	\$2,500
Felony (degrees 4-5) (R.C. 2953.21 Petition/New Trial Mtn)	\$1,750
Misdemeanor (60(B))	\$1,500

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Juvenile	\$2,500
State Habeas	\$1,500
Expungement	\$300
Judicial Release	\$500
Revocation	\$750
Driving Privileges	\$150
NGRI/Comp Review	\$750
Jail Time Credit	\$300
Resentencing	\$500
Sex Offender Reclassification	\$750
Withdrawal of Guilty Plea	\$1,000

F. Amendments to the Fee Schedule

The OPD may amend this fee schedule at any time. Whenever the schedule is amended or revised, the OPD will give notice to the appropriate county offices including, but not limited to county commissioners, auditors, judges, and clerks of courts.

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

**8
RESOLUTION NO. 21-1203**

IN THE MATTER OF APPROVING AN AMENDMENT TO THE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE UNITED WAY OF DELAWARE COUNTY:

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

WHEREAS, the Economic Development Interim Director and staff recommend approving an amendment to the Emergency Rental Assistance Program Subrecipient Agreement between the Board of Commissioners of Delaware County, Ohio and the United Way of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment to the Emergency Rental Assistance Program Subrecipient Agreement between the Board of Commissioners of Delaware County, Ohio and the United Way of Delaware County:

**AMENDMENT TO
EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

This Amendment to the Emergency Rental Assistance Program Subrecipient Agreement, dated February 22, 2021, by and between **Delaware County, Ohio**, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the **United Way of Delaware County**, with its address at 8999 Gemini Pkwy #100, Columbus, OH 43240 (“Subrecipient”), is made this 13th day of December, 2021.

Pursuant to Paragraph (4) of the Agreement, the County and the Subrecipient mutually agree to amend the Agreement as follows:

1. Paragraph (1) is hereby amended to change the Program Manager contact to Zachary Dowley, Economic Development Specialist: zdowley@co.delaware.oh.us.
2. Paragraph (7) is hereby amended to authorize an additional disbursement from the County to the Subrecipient in the amount of \$500,000, which is mutually agreed to be a necessary advance to fund assistance payments while Subrecipient’s reimbursement

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requests are processed and prevent Subrecipient from incurring out-of-pocket expense for eligible assistance payments.

- 3. The Agreement is hereby amended to incorporate by reference all U.S. Department of Treasury official guidance issued subsequent to the effective date of the Agreement, and any term or condition of the Agreement shall be construed in accordance therewith.

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

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

9
RESOLUTION NO. 21-1204

IN THE MATTER OF APPROVING AN AMENDMENT TO THE TITLE IV-D CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Director of the Child Support Enforcement Agency recommends approval of the amendment to the Title IV-D contract with the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the Title IV-D contract with the Delaware County Sheriff’s Office:

Ohio Department of Job and Family Services
IV-D CONTRACT
AMENDMENT

The Delaware County Child Support Enforcement Agency (CSEA) and Delaware County Sheriff hereby agree to amend the IV-D Contract, as contained in the JFS 07018 (IV-D Contract) and other JFS IV-D contract forms or documents which are incorporated by reference herein, which became effective on 01/01/2021 and are referred to as ODJFS Contract Number 21210907.

Nothing in this IV-D Contract Amendment shall be construed contrary to state or federal laws and regulations.

The CSEA or Contractor may modify the language in this IV-D Contract Amendment, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to the Office of Child Support (OCS), and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract Amendment without the agreement of both parties to the IV-D Contract Amendment and acceptance from OCS, the modified IV-D Contract Amendment will have no force or effect of law.

The following IV-D Contract Terms that are checked will be amended:

IV-D Contract Period: The IV-D Contract is effective from 01/01/2021 through 12/31/2021, unless terminated earlier in accordance with the terms listed in paragraph 23 of the JFS 07018. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D contract period that is less than twelve (12) months.

Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff’s Office for the Child Support Enforcement Agency including service of process and extradition if needed; investigation; execution of warrants; and security if needed.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101: 12-1-60 and 5101: 12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

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■ **IV-D Contract Costs:**

- A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$82.20 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D contract with a governmental entity; or
 - The procurement process for a IV-D contract with a private entity.

B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$131,521.76.

■ **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$44,717.40	Local Sources
FFP Reimbursement	\$86,804.36	
Total IV-D Contract Cost	\$131,521.76	

B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

□ **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303 . The performance standards are attached to this IV-D Contract Amendment in a separate document with a label at the top of the first page that reads, "Performance Standards."

□ **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m. and 4:30 p.m. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day.

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

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RESOLUTION NO. 21-1205

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER TWELVE OF OHIO, INC:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract, first amendment, and second amendment with Twelve of Ohio, Inc;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract, first amendment, and second amendment with Twelve of Ohio, Inc, as follows:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: Twelve of Ohio, Inc Address: 619 Tremont Ave SW Massillon, Ohio 44647 This Agreement in effect from 11/08/21 through 06/30/22	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD**

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PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TWELVE OF OHIO, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and The Twelve of Ohio, Inc. (“Provider”) (“First Amendment”) is entered into this December 13, 2021.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 11/08/21 through 06/30/22 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 11/08/21 through 06/30/22.

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

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

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract,

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rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

J. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.**
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator ("Administrator") on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

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

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND THE TWELVE OF OHIO, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and The Twelve of Ohio, Inc. ("Provider") ("Second Amendment") is entered into this December 13, 2021. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 11/08/21 through 06/30/22 ("Agreement"); and,

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

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

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

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words "Schedule C" shall be substituted in all instances where "Schedule A" appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words "Children's Services Assistant Director" shall be replaced with "Family & Children First Council Coordinator."

Section 1(H) – The words "Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov" shall be replaced with:

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“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding** – Multiple System Youth
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

11
RESOLUTION NO. 21-1206

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

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

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD FY2022**

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

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

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

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

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

WHEREAS, the Patties previously executed an initial MOU for this program effective on July 1, 2020 (the "Initial MOU") that included an automatically renewing one-year term; and

WHEREAS, the Parties desire to terminate the Initial MOU and move forward with this MOU and subsequent, renewal MOU's without automatically renewing terms so that the program can be updated on an annual basis given available funding.

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

I. TERMINATION OF INITIAL MOU

By signing below, the Parties collectively agree to terminate the Initial MOU, including the automatic renewal term, and to move forward under this MOU and any subsequent, renewal MOU's as set forth in Section IV below.

II. PURPOSE

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

III. RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Provide program funds to Provider for allowable reimbursable costs up to a maximum of \$34,000 for each one-year service period.

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

C. The Provider agrees to do the following:

1. Provide program funds to Maryhaven to support the Ohio START Peer Mentor position.
2. Submit timely invoice documentation for reimbursement. Invoices shall be submitted to the Agency within 30 days of the service-month end.

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

IV. TIME OF PERFORMANCE

A. This MOU is effective as of July 1, 2021 and shall be effective for a period of one year, continuing through June 30, 2022. Thereafter, the Patties anticipate, but do not guarantee, executing subsequent renewal MOU's for one-year terms consistent with the State Fiscal Year and dependent upon available funding. In any event, this MOU shall not be effective past the date of the Ohio START program termination.

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

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

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V. GOVERNING LAW

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

VI. SUSPENSION AND TERMINATION

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

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

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

VII. ASSIGNMENT AND WAIVER

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

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

VIII. ENTIRE AGREEMENT/MODIFICATION

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

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

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

12

RESOLUTION NO. 21-1207

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

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

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

WHEREAS, the Liberty Presbyterian Church has donated 120 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$7,200; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$7,200 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

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RESOLUTION NO. 21-1208

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriation

70161605-5342 FCFC System of Care/Medical & Health Related Services \$32,000.00

Transfer of Appropriations

From	To	
22411604-5001 JFS Child Protection/Compensation	22411601-5001 JFS Income Maintenance/Compensation	\$37,000.00
22411604-5101 JFS Child Protection/Health Insurance	22411601-5101 JFS Income Maintenance/Health Insurance	\$53,000.00
22411603-5001 JFS Workforce/Compensation	22411601-5101 JFS Income Maintenance/Health Insurance	\$6,000.00
22411605-5001 JFS Administration/Compensation	22411601-5102 JFS Income Maintenance/Workers Comp	\$1,000.00
22411605-5001 JFS Administration/Compensation	22411601-5120 JFS Inc. Maintenance/County Share/OPERS	\$6,500.00
22411604-5120 JFS Child Protection/County Share/OPERS	22411606-5001 JFS Social Services/Compensation	\$200.00
22411604-5120 JFS Child Protection/County Share/OPERS	22411606-5101 JFS Social Services/Health Insurance	\$2,500.00
22411604-5120 JFS Child Protection/County Share/OPERS	22411606-5102 JFS Social Services/Workers Comp	\$5.00
22411604-5120 JFS Child Protection/County Share/OPERS	22411606-5120 JFS Social Services/County Share/OPERS	\$50.00
70161608-5342 FCFC Flexible Funding Pool/Medical & Health	70161603-5001 FCFC General/Compensation	\$3,200.00
70161608-5342 FCFC Flexible Funding Pool/Medical & Health	70161603-5101 FCFC General/Health Insurance	\$500.00
70161608-5342 FCFC Flexible Funding Pool/Medical & Health	70161603-5102 FCFC General/Workers Comp	\$50.00
70161608-5342 FCFC Flexible Funding Pool/Medical & Health	70161603-5120 FCFC General/County Share/OPERS	\$100.00
70161608-5342 FCFC Flexible Funding Pool/Medical & Health	70161605-5342 FCFC System of Care/Medical & Health	\$25,000.00
70161608-5348 FCFC Flexible Funding Pool/Client Services	70161605-5342 FCFC System of Care/Medical & Health	\$13,000.00

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

14

RESOLUTION NO. 21-1209

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE FACILITIES DEPARTMENT:

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

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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

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 card 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:	County Commissioners
Office/Department:	<u>Facilities/Maintenance</u>
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$ 750
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Shawn Daugherty

Department Coordinator: Janette Adkins

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

15
RESOLUTION NO. 21-1210

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, section 307.12(E) of the Revised Code allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #/Type	Make	Model	VIN/Serial Number	Mileage/Note
252/SUV	FORD	15 POLICE PKG SUV	1FM5K8AR9FGC41188	153,237
427/SUV	FORD	14 POLICE PKG SUV	1FM5K8AR7EGC02534	153,211
224/SUV	FORD	13 POLICE PKG SUV	1FM5K8AR6DGC40951	157,744

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23/PICKUP	CHEVROLE T	09 COLORADO LT 4x4	1GCDT13E198149070	96,850
164/SUV	FORD	2008 ESCAPE XLT 4X4	1FMCU93148KB9029 3	51,158
532/SEDAN	FORD	07 CVPI 4.6L	2FAFP71W27X143129	160,847
151/SUV	CHEVROLE T	06 EQUINOX SUV	2CNDL73F266122985	77,376
281/PICKUP	FORD	2011 F150 4x4	1FTFX1EF4BFD15697	TOTALED

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

16

RESOLUTION NO. 21-1211

IN THE MATTER OF APPROVING CHANGE ORDER NO. 03 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PETERSON CONSTRUCTION COMPANY FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS AND AERATION UPGRADES PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners entered into an agreement with Peterson Construction Company for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project; and

WHEREAS, Change Order No. 03 includes equipment and process design and preconstruction services for new tertiary treatment and sludge dewatering facilities, including technical specifications and bidding services, and authorizes an increase to the contract in the amount of \$745,100; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 03;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 03 to the Agreement between the Delaware County Board of Commissioners and Peterson Construction Company for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project.

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

17

RESOLUTION NO. 21-1212

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 TO THE AGREEMENT WITH RUMPKE WASTE, INC., FOR DBFO SERVICES FOR THE DELAWARE COUNTY TRANSFER AND RECYCLING CENTER PROJECT:

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

WHEREAS, on December 21, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1164, approving an agreement with Rumpke Waste, Inc., for DBFO services for the Delaware County Transfer and Recycling Center project (the “Agreement”); and

WHEREAS, the Sanitary Engineer recommends approval of GMP Amendment No. 1 to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following GMP Amendment No. 1 to the Agreement with Rumpke Waste, Inc.:

Agreement Exhibit C

When preparing this GMP Amendment for execution, revise the text above from “Agreement Exhibit G” to “GMP Amendment No. N”, where “N” is the sequential number of the GMP Amendment, and delete these notes.

The Delaware County Board of Commissioners and the DB enter into this Amendment as of the date set forth below to amend the Contract they entered into as of December 21, 2020 in connection with the Project known as:

Project Number:
Project Name: **Delaware County Transfer and Recycling Center**

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888 US-42 N
Delaware, OH 43015

Owner: Board of Commissioners of Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015

Design-Builder (“DB”): Rumpke Waste Inc
3990 Generation Dr
Cincinnati, Ohio 45251

ARTICLE 1- CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is **\$1,152,046**, which is the sum of the estimated Cost of the Work, plus the DB’s Contingency, plus the Construction Stage Design-Services Fee, plus the DB’s Fee as follows:

1.1.1 The estimated Cost of the Work is **\$1,032,397** which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 DB’s Construction Stage Personnel Costs in the amount of **\$44,760** which amount shall not exceed \$250,000

1.1.1.2 General Conditions Costs in the amount of **\$11,532**, which shall not exceed \$95,728

.1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: N/A

.2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$N/A.

1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of **\$976,195**;

1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of **\$0**, which amount does not include any costs accounted for under the DB’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB’s Contingency in the amount of **\$51,620**, which shall not exceed 5 percent of the above-identified Cost of the Work.

1.1.3 The Construction Stage Design-Services Fee in the amount of **\$0**, which shall not exceed 4 percent of the sum of the above-identified Cost of the Work plus the above-identified DB’s Contingency.

1.1.4 The DB’s Fee in the amount of **\$68,029**, which shall not exceed 6.26 percent of the sum of the Cost of the Work plus the DB’s Contingency plus the Construction Stage Design-Services Fee, all as identified above.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase(Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
0 Contract Sum	\$144,525	\$1,152,046	\$1,296,571
0 Estimated Cost of the Work	\$0	\$1,032,397	\$1,032,397
0 Personnel Costs	\$0	\$44,760	\$44,760
0 General Conditions Costs	\$0	\$11,532	\$11,532
0 Subcontracted Work	\$0	\$976,195	976,195
0 Self-performed Work	\$0	\$0	\$0
0 DB’s Contingency	\$0	\$51,620	\$51,620
0 Design-Services Fee	\$144,525	\$0	\$144,525
0 DB’s Fee	\$0	\$68,029	\$68,029

If this is the first GMP Amendment for the Project, the values in the Current Amount column must be \$0.00. If this is NOT the first GMP Amendment for the Project, the values in the Current Amount column must be the same as the values in the Amended Amount column on the last previously executed GMP Amendment. In either case, the values in the Increase (Decrease) column must match the values in Section 1.1 and subsequent sections, and the values in the Amended Amount must be the Current Amount plus the Increase(Decrease). The Preconstruction Services Amendment Form must be used to modify Preconstruction Services Compensation.

1.3 The DB’s total compensation shall include the DB’s Preconstruction Stage Compensation plus the amended amount of the Contract Sum identified in the table above.

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1.4 The penal sum of the DB’s Bonds shall equal 100 percent of the DB’s total compensation minus the DB’s Preconstruction Stage Design Services Fee and minus the amended amount of the Design Services Fee identified in the table above.

If this Project includes multiple buildings, complete and attach Exhibit N and keep the reference to it in Section 0 below. If this Project includes a single building delete the reference to Exhibit N in Section 0 below.

1.5 Compensation per building is set forth in the **Compensation Schedule** attached as **Exhibit N**.

ARTICLE 2- CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
Site Clearing	30 days	12/1/2021
Substantial Completion of all Work	395 days	12/1/2022

2.1.1 The projected dates listed under “Projected Date (as of the date of this GMP Amendment)” are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

Each duration in the Contract Time column above must be calculated from the anticipated date of the Notice to Proceed for the Work covered by this GMP Amendment to the date the milestone must be achieved. DO NOT insert durations calculated between interim milestones as this DOES NOT comply with the General Conditions.

ARTICLE 3- LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

- 3.1.1 Basis Documents** attached as **GMP Exhibit A**;
(This exhibit includes the AOR-prepared Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the DB relied to prepare this Amendment.)
- 3.1.2 Assumptions and Clarifications** attached as **GMP Exhibit B**;
(This exhibit includes a complete list of the assumptions and clarifications made by the DB in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)
- 3.1.3 Project Estimate** attached as **GMP Exhibit C**;
(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB’s Fee and the DB’s Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)
- 3.1.4 Project Schedule** attached as **GMP Exhibit D**; N/A
- 3.1.5 Construction Progress Schedule** attached as **GMP Exhibit E**; N/A
- 3.1.6 Staffing Plan** attached as **GMP Exhibit F**; N/A
(This exhibit includes the DB’s detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the DB’s proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB’s project manager and superintendent were approved.)
- 3.1.7 Subcontractor Work Scopes** attached as **GMP Exhibit G**;
(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)
- 3.1.8 Scope of DB’s Self-Performed Work** attached as **GMP Exhibit H**; N/A
(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)
- 3.1.9 Schedule of Allowances** attached as **GMP Exhibit I** (if applicable); N/A
(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)
- 3.1.10 Schedule of Unit Prices** attached as **GMP Exhibit J** (if applicable); N/A
(This exhibit includes a complete list and detailed description of all Unit Price items with related

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measurement and payment terms.)

3.1.11 Schedule of Alternates attached as **GMP Exhibit K** (if applicable); N/A
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

3.1.12 Schedule of Incentives and Shared Savings attached as **GMP Exhibit L** (if applicable); N/A
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

3.1.13 Schedule of Locally Funded Initiatives attached as **Exhibit M** (if applicable); and N/A
(This exhibit includes a complete list and detailed description of all Locally Funded Initiatives or LFI's.)

3.1.14 Compensation Schedule attached as **Exhibit N** (if applicable). N/A
(This exhibit includes the CM's total compensation as well as compensation per building.)

If this Project includes multiple buildings, complete and attach Exhibit N and keep Section 0 above. If this Project includes a single building delete Section 0 above.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

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

18
KELLY THIEL,
STAFF ENGINEER OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

19
RESOLUTION NO. 21-1213

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE HYATTS MEADOWS SECTIONS 1, 2 & 3:

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

WHEREAS, on December 13, 2021, a Ditch Maintenance Petition for Hyatts Meadows Sections 1, 2 & 3 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Hyatts Meadows Section 1, 2 & 3 located off of Hyatts Road in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$880,120.65 (for Section 1 and Future Sections). The drainage improvements are being constructed for the benefit of the lot(s) being created in this subdivision. 119 lots (total all sections) are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$7,395.97 per lot. An annual maintenance fee equal to 2% of this basis (\$147.92) will be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in Section 1 (22

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lots) in the amount of \$3,254.24 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessments to be paid at tie of platting of each section:

Section 2 (27 lots) \$3,993.84
Section 3 (70 lots) \$10,354.40

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

20

RESOLUTION NO. 21-1214

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

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

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

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
UT21-0214	Columbia Gas	Liberty Grand 6A	Install Gas Main
UT21-0215	Columbia Gas	Liberty Grand 6B	Install Gas Main
UT21-0216	Spectrum	Fourwinds Drive	Place cable in ROW
UT21-0217	Columbia Gas	S. 3 B's & K Road	Expose gas line in ROW
UT21-0218	Columbia Gas	Olentangy Falls East Sec. 5	Install Gas Main
UT21-0219	Verizon Wireless	W. Orange Road	Install pole

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

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RESOLUTION NO. 21-1215

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS FOR 2022:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2022 Curb and Sidewalk Construction, 2022 Tree Clearing, 2022 Guardrail Installation, 2022 Pavement Markings, and 2022 Asphalt Materials;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2022 Curb and Sidewalk Construction, 2022 Tree Clearing, 2022 Guardrail Installation, 2022 Pavement Marking, and 2022 Asphalt Materials:

2022 Curb and Sidewalk Construction

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 a.m. on Tuesday, January 11, 2022, at which time they will be publicly received and read aloud, for the project known as

**2022 Curb and Sidewalk Construction
Annual Contract**

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

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

The prices of this contract shall be in effect from January 24, 2022 to December 31, 2022. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:
December 17, 2021

**SPECIFICATIONS
2022 Curb and Sidewalk Construction
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

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

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Item 253 Pavement Repair. The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

Item 624 Mobilization. The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

Item 659 Topsoil, As Per Plan. Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

TRAFFIC CONTROL

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

MINIMUM QUANTITIES

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

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp** – BP-7.1
2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

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

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

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

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

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

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

2022 Tree Clearing

Public Notice Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 a.m. on Tuesday, January 11, 2022, at which time they will be publicly received and read aloud, for the project known as:

2022 Tree Clearing Annual Contract

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

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

The prices of this contract shall be in effect from January 24, 2022 to December 31, 2022. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:
December 17, 2021

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**SPECIFICATIONS
2022 Tree Clearing
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

GENERAL REQUIREMENTS

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities.

TRAFFIC CONTROL

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

MINIMUM QUANTITIES

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The following items include all labor, equipment, materials, and incidentals necessary to complete the work.

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

The 2019 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

Item 201, Clearing and Grubbing. This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

Item 201, Tree Removed. This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

Item 201, Stump Removed. This item shall consist of grinding or removing stumps 6 inches below ground surface and off-site disposal of debris. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

TABLE 201.05-1

Tree or Stump Diameter	Pay Item Designation
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Guardrail Installation

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 a.m. on Tuesday, January 11, 2021, at which time they will be publicly opened and read aloud, for the project known as

**2022 Guardrail Installation
Annual Contract**

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

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

The prices of this contract shall be in effect from January 24, 2022 to December 31, 2022. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:
December 17, 2021

**SPECIFICATIONS
2022 Guardrail Installation
Annual Contract
Delaware County, Ohio**

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

GENERAL

This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

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

Item 202, Guardrail Removed. Removal of existing guardrail or anchor assemblies shall be measured from the first to last post or ground mounted anchor.

Item 209, Reshaping Under Guardrail. The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

Type MGS Guardrail

1. Guardrail, Type MGS and miscellaneous parts –MGS-1.1
2. Guardrail, Type MGS (Standard) – MGS-2.1
3. Guardrail, 25' Long Span – MGS-2.3

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4. Bridge Terminal Assemblies, Type 1 and Type 2 – MGS-3.1 and 3.2
5. Anchor Assemblies Types A, T, B and E – MGS-4.1 (Type A), MGS-4.2 (Type T), FLEAT or SRT-31 (Type B); ET-31 or SKT (Type E)

Type 5 Guardrail

1. Guardrail, Type 5 and 5A and miscellaneous parts –GR-1.1, 1.2, 1.3 and 2.1
2. Guardrail, Type 5 with Double Rails –GR-2.4
3. Guardrail, Type 5 with Tubular Backup – GR-2.2
4. Guardrail, 25' Long Span – GR-2.3
5. Guardrail, Long Span over Culvert (12'-6" or 18'-9") – GR-2.4
6. Bridge Terminal Assemblies Type 4 and Type TST – GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. Anchor Assemblies Types A, T, B and E – GR-4.1 (Type A), GR-4.2 (Type T), FLEAT or SRT-350 (Type B); ET-2000 Plus or SKT (Type E)

All materials shall be on the ODOT Qualified Products List (QPL) where applicable.

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

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

2022 Pavement Markings

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 a.m. on Tuesday, January 11, 2022, at which time they will be publicly received and read aloud, for the project known as

**2022 Pavement Markings
Annual Contract**

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

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

The prices of this contract shall be in effect from January 24, 2022 to December 31, 2022. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, City of Delaware, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:
December 17, 2021

**SPECIFICATIONS
2022 Pavement Markings
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform installation of pavement markings at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

- All townships within Delaware County
- City of Delaware
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2019 ODOT Construction and Material Specifications (CMS) shall govern.

TRAFFIC CONTROL

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

MINIMUM QUANTITIES

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

MOBILIZATION

Mobilization shall include the cost of site reconnaissance, site preparation, and mobilizing required equipment and labor to the site, and shall be paid as a single lump sum for each purchase order which may include multiple locations.

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

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

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

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

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

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

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

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

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

2022 Asphalt Materials

Public Notice Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 a.m. on Tuesday, March 22, 2022, at which time they will be publicly received and read aloud, for the project known as:

2022 Asphalt Materials Supply Contract

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

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

The Owner requires that all work associated with the project be completed before December 31, 2022. The estimated commencement of work date is April 4, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

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

Delaware Gazette Advertisement Dates:
March 4, 2022

**SPECIFICATIONS
2022 Asphalt Materials
Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

COOPERATIVE PURCHASING PROGRAM

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

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

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

NON-EXCLUSIVE AWARD

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

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

TERM OF CONTRACT

This contract shall be in effect from April 4, 2022 to December 31, 2022. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2019 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)
RS-2P (polymer modified rapid setting emulsion)
CRS-2 (cationic rapid setting emulsion)
CRS-2P (cationic, polymer modified rapid setting emulsion)
SS-1 (slow setting asphalt emulsion)
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

Asphalt Concrete-HMA Type 1 Surface Mix
(441): Type 1 Intermediate Mix
 Type 2 Intermediate Mix

ORDERS AND DELIVERY

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

LIQUID ASPHALTS

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

ASPHALT CONCRETE MATERIALS

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

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

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021

contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

22

RESOLUTION NO. 21-1216

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR SCIOTO RIDGE CROSSING SECTION 4, SCIOTO RIDGE CROSSING SECTION 5, AND GRACE’S PLACE:

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

Scioto Ridge Crossing Section 4

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Scioto Ridge Crossing Section 4 (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 0.03 mile to Township Road Number 1741, Bluebird Drive
- An addition of 0.25 mile to Township Road Number 1743, Bobwhite Trace; and

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

- On Township Road Number 1741, Bluebird Drive, at its intersection with Township Road Number 1743, Bobwhite Trace; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC;

Scioto Ridge Crossing Section 5

WHEREAS, the Engineer has reviewed the roadway construction of the road within Scioto Ridge Crossing Section 5 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.25 mile to Township Road Number 1741, Bobwhite Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC;

Grace’s Place

WHEREAS, the Engineer has reviewed the roadway construction of the road within Grace’s Place (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- Marsella Court, to be known as Township Road Number 1793; and

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

- On Township Road Number 1793, Marsella Court, Babbling Brook Court, at its intersection with County Road Number 24, South Old 3C Highway; and

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

WHEREAS, the Engineer requests approval to return the letter of credit being held as maintenance surety to the owner, Romanelli Schrock Road Investments, LLC;

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2021**

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

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

23

RESOLUTION NO. 21-1217

IN THE MATTER OF APPOINTING A MEMBER TO THE BERLIN MEADOWS NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES AND THE LIBERTY GRAND NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on June 20, 2013, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”) which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, on December 28, 2020, the Board adopted Resolution No. 20-1187, establishing the Berlin Meadows New Community Authority, and Resolution No. 20-1188, establishing the Liberty Grand New Community Authority; and

WHEREAS, the Local Government Representative seats on the Berlin Meadows New Community Authority and the Liberty Grand New Community Authority were vacated on September 3, 2021, when Michael Frommer resigned from his position with Delaware County, and the terms for both seats do not expire until December 27, 2022; and

WHEREAS, Tracie Davies has expressed a desire to be appointed to the Local Government Representative seats on the Berlin Meadows New Community Authority and the Liberty Grand New Community Authority; and

WHEREAS, the terms for the Citizen Member seats occupied by Dawn Huston and Rob Riley on the Berlin Meadows New Community Authority and the Liberty Grand New Community Authority will expire December 27, 2021, and both Huston and Riley have expressed an interest in being re-appointed to these seats;

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

Section 1. The Board hereby approves an exception to the policy for appointment to boards and commissioners for the appointment of one member and the re-appointment of two members to the Berlin Meadows New Community Authority and the Liberty Grand New Community Authority.

Section 2. The Board of Commissioners hereby approves the appointment and re-appointment of the following members to the Berlin Meadows New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Dawn Huston	12/27/2023
Citizen Member	Rob Riley	12/27/2023
Local Government Representative	Tracie Davies	12/27/2022

Section 3. The Board of Commissioners hereby approves the appointment and re-appointment of the following members to the Liberty Grand New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Dawn Huston	12/27/2023
Citizen Member	Rob Riley	12/27/2023
Local Government Representative	Tracie Davies	12/27/2022

Section 4. The appointments approved herein shall be effective immediately upon adoption of this Resolution. The re-appointments will take effect on December 28, 2021.

Section 5. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to the statutory developers for the Berlin Meadows New Community Authority and the Liberty Grand New Community Authority.

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

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RESOLUTION NO. 21-1218

IN THE MATTER OF APPOINTING A MEMBER TO THE BOARD OF TRUSTEES OF THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:

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

WHEREAS, on May 17, 2018, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 18-536, establishing the Delaware County Transportation Improvement District ("DCTID") and appointing members to the DCTID Board of Trustees; and

WHEREAS, the Board shall make appointments to the DCTID Board of Trustees, pursuant to section 5540.02 of the Revised Code; and

WHEREAS, the seat previously occupied by Mike Frommer was vacated as of September 3, 2021, when he resigned his position with the County, and this seat has a term that does not expire until May 16, 2022; and

WHEREAS, on November 29, 2021, Tracie Davies assumed the position of Delaware County Administrator;

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

Section 1. The Board hereby approves the appointment of Tracie Davies to the vacant seat on the DCTID Board of Trustees, filling an unexpired term that will expire on May 16, 2022.

Section 2. This appointment approved herein shall be effective immediately upon passage of this Resolution.

Section 3. The Delaware County Board of Commissioners hereby finds and determines that all formal actions taken by it concerning or relating to the adoption of this Resolution were taken in an open meeting of the Delaware County Board of Commissioners and that all deliberations of the Delaware County Board of Commissioners and any of its committees that resulted in those formal actions were conducted in compliance with applicable Ohio laws.

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

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RESOLUTION NO. 21-1219

IN THE MATTER OF TERMINATING THE DELAWARE COUNTY RAILROAD CROSSING TASK FORCE:

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

WHEREAS, on June 6, 2002, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 02-735, establishing the Delaware County Railroad Crossing Task Force Committee; and

WHEREAS, the Delaware County Railroad Crossing Task Force Committee has ceased operation and requests to disband;

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

Section 1. The Board hereby terminates the Delaware County Railroad Crossing Task Force Committee, effective immediately upon adoption of this Resolution.

Section 2. The Board wishes to thank the members of the Delaware County Railroad Crossing Task Force Committee, past and present, for their service to the citizens of Delaware County.

Section 3. The Clerk of the Board is hereby directed to deliver a copy of this Resolution to the Chair of the Delaware County Railroad Crossing Task Force Committee.

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

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RESOLUTION NO. 21-1220

IN THE MATTER OF APPROVING THE APPOINTMENT OF BAVELIS ZENIOS DEVELOPMENT, LLC AS STATUTORY DEVELOPER AND AUTHORIZING AND CONSENTING TO THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT AND RELATED MATTERS:

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

WHEREAS, on May 2, 2017, Evans Farm Land Development Company, LLC (the “Developer”), acting as the statutory developer as defined in section 349.01(E) of the Revised Code, filed a petition with the Clerk of the Delaware County Board of County Commissioners (the “Board”) for the establishment of the Evans Farm NCA (the “Authority”) to govern a proposed new community district (the “District”); and

WHEREAS, on June 15, 2017, the Board, which is the “organizational board of commissioners” as that term is defined in section 349.01(F) of the Revised Code, adopted Resolution No. 17-623, granting the petition for the establishment of the Authority as a New Community Authority pursuant to Chapter 349 of the Revised Code; and

WHEREAS, on March 8, 2018, the Board entered into that certain Development Agreement (the “Development Agreement”) by and among the Board, the Developer, and the Authority, wherein the Developer agreed to cooperate with the County and the Authority to facilitate the acquisition, construction, and installation of certain public infrastructure improvements within the District (the “Project”); and

WHEREAS, Bavelis Zenios Development, LLC (“BZ Development”), currently seeks to acquire the Developer by purchase of all or substantially all of the assets of the Developer, and the Developer seeks to assign all of its rights and obligations as statutory developer to BZ Development upon such acquisition;

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

Section 1. The Board hereby approves the appointment of BZ Development as statutory developer as defined in section 349.01(E) of the Revised Code upon its acquisition of the Developer. The Board acknowledges and consents to the assignment of the Development Agreement and any other documents relating to the Project upon such acquisition.

Section 2. This Resolution shall be entered on the Board’s Journal.

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

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

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

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RESOLUTION NO. 21-1221

IN THE MATTER OF ESTABLISHING NEW FUNDS AND ORGANIZATION KEYS, SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF FUNDS AND TRANSFER OF APPROPRIATIONS:

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

New Fund

668	CS Surcharge
669	CS Comm Dev Charge

New Organization Keys

10011160	Comm Pre Hospital Care Board
26782615	Progressive Supervision
28631352	LEAP Forward 2021
40940454	Green Meadows Extension OPWC
66811900	CS Surcharge
66911900	CS Comm Dev Charge

Supplemental Appropriation

10029202-5301	Court of Appeals/Contracted Professional Services	5,962.34
10110107-5801	Unclaimed Funds/Transfer	143,457.19
23512102-5101	Delinquent Tax-Prosecutor/Health Insurance	1,000.00
23612305-5101	State Victims Asst Grant SVAA/Health Insurance	40.00
25422301-5101	CBCG Intensive Supervision/Health Insurance	100.00

Transfer of Funds

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From:	To:	
10110107-5801	10011102-4601	25,504.68
Unclaimed Funds/Transfer	Commissioners General/Transfer	
10110107-5801	23512102-4601	72,226.25
Unclaimed Funds/Transfer	Delinquent Tax-Prosecutor/Transfer	
10110107-5801	24414102-4601	72,226.26
Unclaimed Funds/Transfer	Delinquent Tax-Treasurer/Transfer	

Transfer of Appropriation

From:	To:	
10010101-5310	10010101-5001	3,000.00
Auditor/Travel	Auditor/Compensation	
10010101-5320	10010101-5001	23,000.00
Auditor/Software & Computer Services	Auditor/Compensation	
10011107-5201	10011107-5101	10.00
Zoning/General Supplies	Zoning/Health Insurance	
10011101-5001	10011108-5101	3,200.00
Commissioners Admin/Compensation	Human Resources/Health Insurance	
10011101-5001	10011139-5001	9,300.00
Commissioners Admin/Compensation	Public Info-Community Relations/Compensation	
10011101-5001	10011139-5120	1,000.00
Commissioners Admin/Compensation	Public Info-Community Relations/OPERS	
10030301-5001	10030301-5101	400.00
Coroner/Compensation	Coroner/Health Insurance	
20110106-5101	20110106-5001	5,000.00
REA GIS/Health Insurance	REA GIS/Compensation	
20683201-5217	20683201-5101	40.00
Law Library/Books & Periodicals	Law Library/Health Insurance	
24820101-5331	24820101-5001	5,000.00
Title Administration/Postal & Freight Services	Title Administration/Compensation	
24820101-5331	24820101-5101	650.00
Title Administration/Postal & Freight Services	Title Administration/Health Insurance	
24820101-5331	24820102-5001	2,600.00
Title Administration/Postal & Freight Services	Northpointe Satellite Office/Compensation	
25922307-5201	25922307-5101	50.00
Mental Health Docket/General Supplies	Mental Health Docket/Health Insurance	
27426314-5101	27426314-5001	4,000.00
Crime Victims CASA/Health Insurance	Crime Victims CASA/Compensation	
60111901-5370	60111901-5101	100.00
Property & Casualty Insurance/Insurance Premiums	Property & Casualty Insurance/Health Insurance	
61311923-5361	61311923-5101	100.00
Self Insured Workers Comp/Attorney Services	Self Insured Workers Comp/Health Insurance	

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

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RESOLUTION NO. 21-1222

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE VETERAN SERVICES OFFICE:

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

Transfer of Appropriation

From:	To:	
10062601-5001	10062601-5348	8,000
Veteran Services/Compensation	Veteran Services/Client Services	
10062601-5101	10062601-5348	3,500
Veteran Services/Health Insurance	Veteran Services/Client Services	
10062601-5120	10062601-5348	800
Veteran Services/County Share OPERS	Veteran Services/Client Services	
10062601-5131	10062601-5348	200
Veteran Services/County Share Medicare	Veteran Services/Client Services	

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
 -We will be wrapping up the budget this week.
 -Will be receiving an updated on Byxbe this week.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
 -Thank you to Jane, Marisa and Julie for the decorations in the building.

Commissioner Benton
 -Attended the CCAO/CEAO Winter Conference last week. Attended several good sessions.
 -Participated in the Legislative Update with Rep. Carfagna. The State Capital Budget deadline is March 18, 2022. In order to be considered, proposals will need to be handed into Rep. Carfagna, Rep. Jordan or Sen. Brenner by the end of January.

Commissioner Merrell
 -Attended the CCAO/CEAO Winter Conference last week.
 -Attended the Central Region Meeting last week. Chris Schmenk and Chris Bauserman were elected the Representatives.
 -The next ODOT meeting concerning the US23 Corridor had the wrong location. Will work to get that location verified.

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RESOLUTION NO. 21-1223

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; COMPENSATION OF A PUBLIC EMPLOYMENT OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; 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 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; compensation of a public employment or public official; to consider the sale of property at competitive bidding; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 21-1224

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by _____, seconded by _____ to adjourn out of Executive Session.

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

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RESOLUTION NO. 21-1225

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF APPROPRIATIONS FOR EMERGENCY MEDICAL SERVICES:

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

Supplemental Appropriation		
10011303-5001	Emergency Medical Services/Compensation	240,000.00
10011303-5004	Emergency Medical Services/Overtime	135,000.00

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Transfer of Appropriation

From:	To:	
10011303-5201	10011303-5345	37,000.00
Emergency Medical Services/General Supplies	Emergency Medical Services/Safety & Security	
10011303-5260	10011303-5345	8,000.00
Emergency Medical Services/Inventoried Tools	Emergency Medical Services/Safety & Security	

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