

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 20, 2021

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

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

10:00 A.M. Public Hearing On The Applications To Add Certain Parcels Of Real Property To The Concord/Scioto Community Authority District

1:30 P.M. Viewing For Consideration Of The Drainage Improvement Petition For Harsh #480 (use of video technology)

1
RESOLUTION NO. 21-1241

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 16, 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 16, 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
CITY OF SUNBURY
MAYOR ST. JOHN AND COUNCIL MEMBERS
CHANGE IN STATUS TO CITY OF SUNBURY

4
RESOLUTION NO. 21-1242

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1217, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1217 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1217:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1217, memo transfers in batch numbers MTAPR1217, Procurement Card Payments in batch number PCAPR1217 and Purchase Orders as listed below:

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

5
RESOLUTION NO. 21-1243

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that its employees attend various trainings, meetings, conferences and continuing education classes throughout 2022, at the cost of \$33,000.00.

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

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RESOLUTION NO. 21-1244

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

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

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

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

7

RESOLUTION NO. 21-1245

IN THE MATTER OF A STOCK REQUEST FROM SPEEDWAY LLC (DBA SPEEDWAY 9171), LOCATED AT 5619 COLUMBUS PIKE, LEWIS CENTER, OHIO 43035 AND SPEEDWAY LLC (DBA SPEEDWAY 9247) LOCATED AT 10330 COLUMBUS PIKE, LEWIS CENTER, OHIO 43035 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new stock request from Speedway LLC (DBA Speedway 9171) and Speedway LLC (DBA Speedway 9247); and

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

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

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

8

RESOLUTION NO. 21-1246

IN THE MATTER OF AUTHORIZING A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

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

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

WHEREAS, the Board has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant 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:

New Card:

Appointing Authority: Delaware County Developmental Disabilities
Office/Department: Delaware County Developmental Disabilities

Daily spending per card: \$5,000.00
Monthly spending per card: \$10,000.00
Single transaction limit: \$5,000.00
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: John Chase Waits
Department Coordinator: Jared Zirillo

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

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RESOLUTION NO. 21-1247

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

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

Supplemental Appropriation

70161606-5348 Help Me Grow General Revenue/Client Services \$17,000.00

Transfer of Appropriation

From	To	
70161605-5342	70161606-5348	\$34,802.20
FCFC System of Care/Medical & Health	Help Me Grow General Revenue/Client Services	

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

10

RESOLUTION NO. 21-1248

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND ADVANTAGE FAMILY OUTREACH AND FOSTER CARE:

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

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

WHEREAS, the Director of Job & Family Services recommends approval of the third contract amendment with Advantage Family Outreach and Foster Care;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the third contract amendment with Advantage Family Outreach and Foster Care, as follows:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Advantage Family Outreach and Foster Care**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 20th day of December, 2021 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Advantage Family Outreach and Foster Care (hereinafter “Provider”) whose address is 445 Longview Avenue West, Mansfield, Ohio 44903 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021; and,

WHEREAS, the Contract permits amendments to the terms of the agreement if mutually agreed upon by the Parties; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The per diem rates for the Advantage Independent Living Home for the service period December 1, 2021 through June 30, 2022 are summarized in the table below.

Service Description	Service ID #	Maintenance	Administration	Total
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Traditional	30396	\$250	\$5	\$255
Level III Exceptional	30397	\$270	\$5	\$275
Level IV Intensive	30398	\$290	\$5	\$295
Emergency Placements	30395	\$320	\$5	\$325

- B. Emergency placements are limited to a ten (10) day stay unless all parties agree to maintain the placement. Advantage will hold the child’s bed and bill for seven (7) days from the date of the child going AWOL, is hospitalized or sent to detention.
- C. The per diem rates depicted above shall apply to Schedule A in the Master Contract for Title IVE rates and Schedule B for FCFC rates in Amendment # 2 of the contract.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

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RESOLUTION NO. 21-1249

IN THE MATTER OF APPROVING AN INFRASTRUCTURE PROGRAM ADMINISTRATIVE COST AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, pursuant to sections 164.03 and 164.04 of the Revised Code, District Public Works Integrating Committees have been established to assist in administering the financial programs available through the Ohio Public Works Commission (“OPWC”); and

WHEREAS, District Public Works Integrating Committees are required by Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code to perform specific functions in selecting infrastructure projects to be recommended for funding by the OPWC; and

WHEREAS, the Director of the OPWC is authorized to create a District Administrative Costs Program from interest earnings of the Capital Improvements Fund and Local Transportation Improvement Fund proceeds to be used to provide for administrative costs of the nineteen public works districts for the direct costs of district administration; and

WHEREAS, the OPWC desires to assist the District 17 Public Works Integrating Committee by entering into an Infrastructure Program Administrative Cost Agreement with the Board of Commissioners of Delaware County (the “Board”), through its Office of Economic Development, to develop an orderly application submission, review, selection and approval process that meets the requirements of the law, and allows all political subdivisions within the District to compete for the financial assistance available through the OPWC; and

WHEREAS, the Economic Development Administrator will serve as the liaison to the District 17 Public Works Integrating Committee;

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

Section 1. The Board hereby approves and authorizes the County Administrator to execute the Infrastructure Program Administrative Cost Agreement with the OPWC.

Section 2. The Board hereby authorizes the Economic Development Administrator to serve as the liaison to the District 17 Public Works Integrating Committee.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees

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concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including section 121.22 of the Revised Code.

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

Agreement Control Number:
CQ00Y/DQY00

**OHIO PUBLIC WORKS COMMISSION
INFRASTRUCTURE PROGRAM ADMINISTRATIVE COST AGREEMENT**

This agreement ("Agreement") is entered into this 1st day of July 2021 by and between the Ohio Public Works Commission of the State of Ohio ("the Commission"), 65 East State Street, Suite 312, Columbus, Ohio 43215, acting in behalf of the District 17 Public Works Integrating Committee ("the District") and the Delaware County Commissioners Economic Development Department, 91 N. Sandusky Street, Delaware, Ohio 43015, collectively referred to herein as the "Parties."

RECITALS

Section 164.03 of the Ohio Revised Code created District Public Works Integrating Committees to assist in administering the financial programs available through the Ohio Public Works Commission;

District Public Works Integrating Committees are required by Chapter 164 of the Ohio Revised Code and Chapter 164-1 of the Ohio Administrative Code to perform specific functions in selecting infrastructure projects to be recommended for funding by the Commission;

The Director of the Ohio Public Works Commission ("the Director") is authorized to create a District Administrative Costs Program from interest earnings of the Capital Improvements Fund and Local Transportation Improvement Fund proceeds to be used to provide for administrative costs of the nineteen public works districts for the direct costs of district administration; and

The Commission desires to assist the District 17 Public Works Integrating Committee by entering into this Agreement with the Contractor to develop an orderly application submission, review, selection and approval process that meets the requirements of the law, and allows all political subdivisions within the District to compete for the financial assistance available through the Ohio Public Works Commission.

ARTICLE I: STATEMENT OF WORK. The Contractor hereby agrees to provide the following administrative services to the District 17 Public Works Integrating Committee for the purpose of meeting its statutory requirements as established by Sections 164.06 and 164.14 of the Ohio Revised Code and Chapter 164-1 of the Ohio Administrative Code:

- A. The Contractor will undertake the services (the "Work") set forth in Exhibit 1, Scope of Work, attached hereto, made a part hereof, and incorporated by reference as if fully written herein. In addition, the Contractor will:
1. Attend any Commission-sponsored statewide leadership event as necessary to maintain a level of staff proficiency.
 2. Provide the District and the Commission with the transcription of minutes, meeting notices and agendas, and any other necessary support services as required.
 3. Act as a depositor for, and maintainer of, all necessary records that are required by the District or Commission.
 4. Under the direction of the District, initiate and develop a project selection process for approval by the District and the Commission that will ensure that the projects recommended for funding by the District meet the requirements of law, rules, and regulations of the Commission.
 5. Under the direction of the District notify and assist all political subdivisions within the District of the opportunity to apply for financial assistance and be considered for the State Capital Improvement Program and Local Transportation Improvement Program. Under the direction of the District submit those project applications to the Commission that meet the requirements of the program and are identified by the District as warranting funding.
 6. Travel as requested by the District to assist local subdivisions and attend/conduct meetings as necessary to meet the obligations as specified in this Agreement.

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7. At the request of the Commission, the Contractor shall deliver, assign, transfer, and convey to the Commission all rights, title, and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, maps, equipment purchased with funds made available herein, charts, schedules, photographs, exhibits, software, and other materials and property prepared or developed under or in connection with this Agreement.
8. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan, or donation from any person, agency or instrumentality other than the Commission, the Contractor shall submit to the Commission, on behalf of the District, such reports and information and comply with such other conditions as the Commission may require in order to fulfill its obligations under any agreement providing for such financial assistance. The Commission shall give the Contractor timely notice in writing of such requirements.
9. Following consultation with the District, the Commission, on behalf of the District, may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the Work described in this Agreement. Upon such notice and within 10 days after receipt of instructions, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commission. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the Work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.
10. The Contractor, on behalf of the District, shall consult with the personnel of the Commission and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the Work and satisfactory completion thereof.
11. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are appropriated and allocated to the District by the Director.

ARTICLE II: TIME OF PERFORMANCE. This Agreement shall be binding upon the Parties upon receipt by the Contractor of a fully signed copy of this Agreement, after which the Work described in Article I hereof shall commence. This Agreement shall remain in effect until the Work described in Article I is completed to the satisfaction of the Commission.

ARTICLE III: COMPENSATION. In consideration for the promises and performances of the Contractor as set forth herein, the Commission agrees to compensate the Contractor for the Work, upon demand and receipt of the prescribed Administrative Costs Disbursement Form set forth as part of this Agreement as Exhibit II, with the Contractor's invoice and supporting documentation as required by the Director, and with the concurrence by the Chair of the District Public Works Integrating Committee, for the actual costs incurred in the performance of this Agreement, in amount not to exceed Sixty-Five Thousand Dollars (\$65,000).

ARTICLE IV: RECORD KEEPING REQUIREMENTS.

- A. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
- B. The Contractor shall keep a separate account for this project (the "Ohio Public Works Commission District Administration Costs Program Account"). All disbursements made from the account shall be only for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, time sheets and other data, as appropriate, to support such disbursements. All disbursements from the account shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by the Commission.
- C. During the period covered by this Agreement and until the expiration of three years after final payment under this Agreement, the Contractor agrees to provide the Commission, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this Agreement, and shall provide auditable records as requested. The Contractor shall, for each subcontract in excess of twenty-five hundred dollars (\$2,500.00), require its subcontractors to agree to the same provisions of this Article.

ARTICLE V: EQUAL EMPLOYMENT OPPORTUNITY. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color,

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religion, gender/sex, gender identity or expression, national origin, military status, disability, age, genetic information, sexual orientation, parental status, or other non-merit-based factors. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender/sex, gender identity or expression, national origin, military status, disability, age, genetic information, sexual orientation, parental status, or other non-merit-based factors. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ARTICLE VI: SUSPENSION AND TERMINATION.

- A. Upon providing two weeks written notice to the Contractor, the Commission may suspend or terminate this Agreement, in whole or in part, if it appears to the Commission that the Contractor has failed to perform any of the requirements of this Agreement; or that the Contractor is in violation of a specific provision of this Agreement; or that full and satisfactory performance of the Agreement is substantially endangered; or if the Ohio General Assembly fails to appropriate funds for any part of the Work contemplated under this Agreement; or if the District so desires.
- B. The Contractor, upon receipt of notice of suspension or termination, shall cease Work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all Work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom and such other matters as the Commission may require.
- C. In the event of suspension or termination under this Article, Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension. Any services invoiced must, to the satisfaction of the Commission and the District, be reasonable and in relation to the total anticipated cost of the District Work Plan and to the amount of Work accomplished. In the event of suspension or termination, any payments made by the Commission in which services have not been rendered by the Contractor shall be returned to the Commission.
- D. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to the Commission all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become and remain in the property of the Commission to be used in such a manner and or such purpose as the Commission may choose.
- E. **ARTICLE VII: RESPONSIBILITY FOR CLAIMS.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Commission and any person performing services or supplying any equipment, materials, goods or supplies for the District Work Plan.

ARTICLE VIII: COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the Work authorized by this Agreement. The Commission shall not be liable for any taxes under this Agreement.

ARTICLE IX: LIMITATION OF LIABILITY. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any material sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code 126.30. The Contractor shall be responsible for Contractor's use of the funds being provided by the Director and Contractor's performance of the Work.

ARTICLE X: CHANGE OR MODIFICATIONS. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to in writing only between the Director of the Ohio Public Works Commission and the Contractor.

ARTICLE XI: ASSIGNMENT. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

ARTICLE XII: CHOICE OF LAW. This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Ohio.

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OHIO PUBLIC WORKS COMMISSION
Delaware, Fairfield, Knox, Licking, Morrow, Pickaway Counties

Round 36 Administrative Work Plan

Delaware County Commissioners
Economic Development Department
Rob Platte, Economic Development Administrator
91 N. Sandusky Street, Delaware, Ohio 43015
rplatte@co.delaware.oh.us

**District 17 Administrative Work Plan
(Scope of Work)**

The Delaware County Economic Development Department will provide technical assistance and administrative support to the District 17 Ohio Public Works Commission District Integrating Committee (“Integrating Committee”) for the planning, analysis and implementation of the State Capital Improvements Program (“SCIP”) and the Local Transportation Improvement Program (“LTIP”) for the period beginning July 1, 2021 through June 30, 2022. The Delaware County Economic Development Department work tasks for District 17 include the following items, to be carried out under the direction of the leadership of the Full, Executive, and Small Governments Committees:

Work Plan Scope

Provide administrative and program management support to the Integrating Committee.

Develop a capital improvement planning process according to Chapter 164 of the Ohio Revised Code and continue to improve the District 17 project rating and selection methodology.

Assist District 17 subdivisions in the development and implementation of infrastructure inventories and five year capital improvement plans, as needed.

Serve as the District Liaison between the State of Ohio and District 17 during the application and approval periods.

Function as Secretariat to the Full, Executive, and Small Government Committees, providing meeting scheduling and preparation of agenda and minutes.

Develop and maintain required databases and spreadsheets to track project applications and ranking process.

Prepare preliminary analysis, reports, ranking and documents for project rating and selection. Assist OPWC in tracking projects that are behind schedule and assist the subdivisions, if necessary, in getting projects up to date.

Prepare application package for District 17 subdivisions to submit to the Committee and the Ohio Public Works Commission for approval and funding.

Provide subdivisions in the District with technical assistance regarding the rules, regulations and compliance with the SCIP and the LTIP requirements, including individual application preparation assistance, training sessions, and other program assistance when appropriate.

Maintain the District 17 Membership Roster and facilitate the appointment, nomination, and election of committee members and alternates as needed.

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

RESOLUTION NO. 21-1250 WAS NOT UTILIZED.

12

RESOLUTION NO. 21-1251

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ECONOMIC DEVELOPMENT:

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

Transfer of Appropriation

From:	To:	
21011113-5301	21011113-5601	150,000.00
Economic Development/Contracted Prof Services	Economic Development/Grants in Aid	

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

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RESOLUTION NO. 21-1252

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND AIR FORCE ONE FOR MAINTENANCE AND RELATED SERVICES:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and Air Force One for Maintenance and Related Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Air Force One for Maintenance and Related Services:

SERVICES AGREEMENT

This Agreement is made and entered into on December 20, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Air Force One, 5810 Shier Rings Road, Dublin, OH 43016 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide maintenance and related services on the County’s specified Liebert units, and related equipment, (the “Services”) at the following County locations:
 - 911 Center: 10 Court Street, Delaware, Ohio 43015
 - Data Center: 10 Court Street, Delaware, Ohio 43015
 - Records Center: 1450 US 23 North, Delaware, Ohio 43015
 - Courthouse: 110 N. Sandusky Street (115 N. Union Street), Delaware, Ohio 43015.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement: Service Agreements dated November 15, 2021 (SA-FS-665-194710; SA-FS-986-732755; SA-FS-779- 375903; SA-FS-402-608161) (collectively, the “Service Agreements”).
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review and order commencement and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Service Agreements.
- 4.2 For all Services, the lump sum fee for 2022 shall be \$12,768.00, payable quarterly as set forth in the Service Agreements.
- 4.3 Total compensation under this Agreement shall not exceed \$38,685.00 without subsequent modification.

- 5 The fees specified above shall constitute full compensation for all direct labor, payroll burden,

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general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services. NOTICES

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

County:

Name: Jon Melvin, Director of Facilities
 Address: 1405 US Highway 23 North, Delaware, OH 43015
 Telephone: 740 833-2283
 Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jamie
 Johnston Address of Firm: 5810
 Shier Rings Road
 City, State, Zip: Dublin, OH 43016
 Telephone: 614 408-1738
 Email: jjohnston@airforceone.com

6 PAYMENT

- 6.1 Compensation shall be paid quarterly based on invoices submitted by the Contractor in accordance with the Service Agreements and approved by the Director.
- 6.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 ORDER TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order to proceed from the Director and shall complete the Services in accordance with the Service Agreements.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 INDEMNIFICATION

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

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liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree 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 Parties. 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 hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

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

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

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

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

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

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

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

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

14

RESOLUTION NO. 21-1253

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
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UT21-0220	Del-Co Water	Tyler Road	Install waterline
UT21-0221	Verizon Wireless	Carriage Road	Install utility pole
UT21-0222	Del-Co Water	Reed Road	Install waterline
UT21-0223	Del-Co Water	Berlin Station Road	Install waterline
UT21-0224	WOW	Green Meadows Drive	Install Gas Main
UT21-0225	WOW	W. Williams Street	Directional bore

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

15

RESOLUTION NO. 21-1254

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS, A TRANSFER OF FUNDS, AND A SUPPLEMENTAL APPROPRIATION FOR THE ENGINEER’S OFFICE:

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

Transfer of Appropriation

From:	To:	
10040421-5420	10040421-5801	36,430.10
Road & Bridge/Road Construction	Road & Bridge/Transfers Out	
10040421-5420	10040421-5601	12,000.00
Road & Bridge/Road Construction	Road & Bridge/Grants in Aid	

Transfer of Funds

From:	To:	
10040421-5801	48140481-4601	36,430.10
Road & Bridge/Transfers Out	Africa Road 2020 SIB Loan/Interfund Revenues	

Supplemental Appropriation

48140481-5710	Africa Road 2020 SIB Loan/Interest Payments- Notes/Loans	36,430.10
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Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

16

RESOLUTION NO. 21-1255

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE 2022 DRAINAGE MAINTENANCE ANNUAL CONTRACT:

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

WHEREAS, the Delaware County Engineer recommends approving the bid specifications and the bid opening date and time for the 2022 Drainage Maintenance Annual Contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the bid specifications and bid opening date and time for the 2022 Drainage Maintenance Annual Contract, as follows:

**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 25, 2022, at which time they will be publicly received and read aloud, for the project known as

2022 Drainage Maintenance 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."

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The prices of this contract shall be in effect from February 7, 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 with the Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:
January 7, 2022

**SPECIFICATIONS
2022 Drainage Maintenance
Annual Contract
Delaware County, Ohio**

GENERAL

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

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

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

COOPERATIVE PURCHASING PROGRAM

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

- Delaware Soil and Water Conservation District

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

NON EXCLUSIVE AWARD

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

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

CONSTRUCTION AND MATERIAL SPECIFICATIONS

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

The following are NRCS Specifications for the appropriate line items.

582 Open Channel

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

606 Subsurface Drain

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

608 Surface Drain

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

326 Clearing and Snagging

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

MINIMUM QUANTITIES

The bid blank provides minimum payment quantities for a single work order, which may include multiple

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locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

17

RESOLUTION NO. 21-1256

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE 2022-2023 ROADSIDE MOWING (SOUTH SIDE):

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

WHEREAS, the Delaware County Engineer recommends approving the bid specifications and the bid opening date and time for the 2022-2023 Roadside Mowing (South Side);

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the bid specifications and bid opening date and time for the 2022-2023 roadside mowing (south side), as follows:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, January 25, 2022, at which time they will be publicly received and read aloud, for the project known as:

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2022-2023 Roadside Mowing (South)

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year performance bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

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

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

The prices of this contract shall be in effect from February 7, 2022 to December 31, 2023.

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

Delaware Gazette Advertisement Dates:
January 7, 2022

**SPECIFICATIONS
2022-23 Mowing Contract
County Mowing Contract South of US 36
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing 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").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing 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.

TERM OF CONTRACT

This contract shall be in effect from February 7, 2022 to December 31, 2023. The County reserves the right to cancel the contract at any time, in the best interest of the County.

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

The Base Bid item includes one season of mowing of all Delaware County roads South of State Route 36 in Delaware County, Ohio, totaling 140.27 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)

Alternate Bid #1: This item includes a second season of mowing in 2023 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work

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for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about Monday, May 11th or as determined by the Engineer and shall be completed by June 5th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 2. The second round of mowing shall begin on or about June 22nd and shall be completed on or before July 17th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 3. The third round of mowing shall begin on or about August 3rd and shall be completed on or before August 28th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 4. The fourth round of mowing shall begin on or about September 14th and shall be completed on or before October 9th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

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4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

7. Fuel Price Adjustment. A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

Average Monthly Base Price (Average Mbp):

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

Fuel Price Adjustment (Fpa):

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

$$\text{Revised Unit Price} = \text{Original Contract Unit Price} \times \text{Fpa}$$

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The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

8. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

9. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

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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.

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

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

18
RESOLUTION NO. 21-1257

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2022-2023 ROADSIDE MOWING (NORTH SIDE):

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

WHEREAS, the Delaware County Engineer recommends approving the Bid Specifications and the Bid Opening Date and Time for 2022-2023 Roadside Mowing (North Side);

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2022-2023 Roadside Mowing (North Side) as follows:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, January 25, 2022, at which time they will be publicly received and read aloud, for the project known as:

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2022-2023 Roadside Mowing (North)

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year performance bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

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

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

The prices of this contract shall be in effect from February 7, 2022 to December 31, 2023.

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

Delaware Gazette Advertisement Dates:
January 7, 2022

**SPECIFICATIONS
2022-23 Mowing Contract
County Mowing Contract North of US 36
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing 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").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing 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.

TERM OF CONTRACT

This contract shall be in effect from February 7, 2022 to December 31, 2023. The County reserves the right to cancel the contract at any time, in the best interest of the County.

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

The Base Bid item includes one season of mowing of all Delaware County roads North of State Route 36 in Delaware County, Ohio, totaling 152.52 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)

Alternate Bid #1: This item includes a second season of mowing in 2023 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

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SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about Monday, May 11th or as determined by the Engineer and shall be completed by June 5th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 2. The second round of mowing shall begin on or about June 22nd and shall be completed on or before July 17th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 3. The third round of mowing shall begin on or about August 3rd and shall be completed on or before August 28th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 4. The fourth round of mowing shall begin on or about September 14th and shall be completed on or before October 9th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

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4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

7. Fuel Price Adjustment. A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

Average Monthly Base Price (Average Mbp):

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

Fuel Price Adjustment (Fpa):

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

Revised Unit Price = Original Contract Unit Price x Fpa

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The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

8. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

9. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

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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.

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

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

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RESOLUTION NO. 21-1258

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND I-DIG CONSTRUCTION GROUP FOR THE PROJECT KNOWN AS KINGSTON #2017-1 DRAINAGE IMPROVEMENT PROJECT:

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

**Kingston #2017-1 Drainage Improvement Project
Bid Opening of November 23, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to I-Dig Construction Group., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and I-Dig Construction Group for the project known as Kingston #2017-1 Drainage Improvement Project;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with I-Dig Construction Group for the project known as Kingston #2017-1 Drainage Improvement Project, as follows:

CONTRACT

THIS AGREEMENT is made this 20th day of December, 2021 by and between I-Dig Construction Group, 16260 Allen Center Road, Marysville, Ohio 43040 hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “Kingston #2017-1 Drainage Improvement Project” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred Thousand Six Hundred Thirty-Nine Dollars and Eighty-Six Cents (\$100,639.86), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 21-1259

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ENVIRO-CONSTRUCTION CO., LLC FOR THE PROJECT KNOWN AS GORSUCH #588 DRAINAGE IMPROVEMENT PROJECT:

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

**Gorsuch #588 Drainage Improvement Project
Bid Opening of November 23, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Enviro-Construction Co, LLC., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Enviro-Construction Co., LLC for the project known as Gorsuch #588 Drainage Improvement Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Enviro-Construction Co., LLC for the project known as Gorsuch #588 Drainage Improvement Project.

CONTRACT

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THIS AGREEMENT is made this 20th day of December, 2021 by and between Enviro-Construction Co., LLC, 8492 Jug Street, Alexandria, Ohio 43001 hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “Gorsuch #588 Drainage Improvement Project” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Two Hundred Forty-Six Thousand Nine Hundred Twenty Dollars and Zero Cents (\$246,920.00), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

21

RESOLUTION NO. 21-1260

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RELEASING CONSTRUCTION BONDS FOR WOODCREST CROSSING SECTION 3; NORTHLAKE PRESERVE SECTION 5 AND NORTHLAKE PRESERVE SECTION 6:

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

Woodcrest Crossing Section 3

WHEREAS, the roadway construction has been completed for the project known as Woodcrest Crossing Section 3 (the “Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at **\$106,500** (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the “Owner”) has provided a maintenance bond in the amount of \$106,500 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$106,500 for the Project, places the Project on the required one year

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maintenance period, and returns the construction bond being held for the Project to the Owner.

Northlake Preserve Section 5

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 5 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement the maintenance bond be set at \$33,200 (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$33,200 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the construction bond being held as surety for the project be returned to the owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$33,200 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Northlake Preserve Section 6

WHEREAS, the roadway construction has been completed for the project known as Northlake Preserve Section 6 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement the maintenance bond be set at \$81,000 (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (the "Owner") has provided a maintenance bond in the amount of \$81,000 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner's Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$81,000 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

22

RESOLUTION NO. 21-1261

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR NORTHSTAR GOLDWELL NEIGHBORHOOD SECTION 1 AND THE COURTYARDS AT CLEAR CREEK SECTION 1:

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

Northstar Goldwell Neighborhood Section 1

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northstar Goldwell Neighborhood Section 1 (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:

- Goldwell Drive, to be known as Township Road Number 1791
- Landrace Place, to be known as Township Road Number 1792
- Greenburst Court, to be known as Township Road Number 1800; and

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

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- On Township Road Number 1798, Goldwell Drive, at its intersection with Township Road Number 56,, Wilson Road
- On Township Road Number 1799, Landrace Court, at its intersection with Township Road Number 1798, Goldwell Drive
- On Township Road Number 1800, Greenburst Court, at its intersection with Township Road Number 1798, Goldwell Drive, and Township Road Number 1799, Landrace Court; 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, Northstar Residential Development;

The Courtyards at Clear Section 1

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Courtyards at Clear Creek Section 1 (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;

- Daymark Drive, to be known as Township Road Number 1795
- Parkgate Court, to be known as Township Road Number 1796
- Star Hollow Lane, to be known as Township Road Number 1797; and

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

- On Township Road Number 1795, Daymark Drive, at its intersection with Township Road Number 1347, Gooding Boulevard
- On Township Road Number 1795, Daymark Drive, at its intersection with Township Road Number 1796, Parkgate Court and Township Road Number 1797, Star Hollow Lane; 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, Epcon Clear Creek, LLC.;

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. 21-1262

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTHSTAR SECTION 1, PHASE A, LOT 644, DIVISION #1 (PRESTWICK ROAD) AND MEYERS PROPERTY CAD:

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

Northstar Section 1, Lot 644, Division #1 (Prestwick Road)

WHEREAS, Northstar Residential Development LLC has submitted the Plat of Subdivision (“Plat”) for Northstar Section 1, Lot 644, Division #1 (Prestwick Road) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on November 22, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformance with their Regulations and approved said Plat on November 19, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on December 1, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on December 6, 2021; and

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WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on December 20, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Phase A, Lot 644, Division #1 (Prestwick Road)

Northstar Section 1, Phase A, Lot 644, Division #1 (Prestwick Road)

Situated in the State of Ohio, County of Delaware, Berkshire Township, Farm Lots 2, 3 & 4 (Middle Tier), Quarter-Township 2, Township 4, Range 17, United States Military District, and being part of a 47.810 acre tract of land, a 39.591 acre tract of land, and a 12.152 acre tract of land, all of which were conveyed to Northstar Residential Development LLC by deed of record in Official Record 1571, Pages 2359 of the Delaware County Recorder's Office and also being a part of Lott 644 in Northstar Section 1, Phase A (Official Record 817, Pages 1747-2755). Cost \$6.

Meyers Property CAD

WHEREAS, Francine E. and Michael L. Meyers has submitted the Plat of Subdivision ("Plat") for Meyers Property CAD, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on October 21, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformance with their Regulations and approved said Plat on October 20, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 3, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 8, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on December 10, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Meyers Property CAD

Meyers Property CAD

Situated in the State of Ohio, County of Delaware, Township of Liberty, being a part of Farm Lot 15, Section 4, Township 4, Range 16 United States Military Lands, and being a part of a 5568 acres of land conveyed to Francine E. and Michael L. Meyers of record in Official Record 1584, Page 683. Cost: \$12.

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

24

RESOLUTION NO. 21-1263

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, THE REPAYMENT OF ADVANCE OF FUNDS AND THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS TO VARIOUS FUNDS FOR THE YEAR 2021:

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

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

WHEREAS, because these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2022; and

WHEREAS, these dollars are expected to be repaid to the general fund in the year 2022;

NOW, THEREFORE, BE IT RESOLVED that the following advances be carried over to the year 2022:

Continuation of Advances

Table with 3 columns: ID, Description, Amount. Rows include 29440435 Big Walnut Interchange 85,000.00, 29440453 HSIP Worthington Road 75,000.00, 52111140 BR DI Midway Gardens 3,873.36, 52211141 BR DI Chadwick 1,874.31, 52411143 BR DI Roof 653.35, 52311142 BR DI Hardin 423.30

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52811147 BR DI Fancher Road 280.16

FURTHER BE IT RESOLVED that the following supplemental appropriation and repayment of advances are approved:

Supplemental Appropriation

45111446-5715 Slate Ridge II TIF/Principal Payments-Notes/Loans 125,089.12

Repayment of Prior Year Advance

From:	To:	
40311466-8501	10011102-8401	179,521.00
Ruder West/Prior Year Advances Out	Commissioners General/Prior Year Advances In	
40311453-8501	10011102-8401	27,091.00
Thomas #9 Watershed/Prior Year Advances Out	Commissioners General/Prior Year Advances In	
52111140-8501	10011102-8401	595.21
BR DI Midway Gardens/Prior Year Advances Out	Commissioners General/Prior Year Advances In	
52011138-8501	10011102-8401	76.08
BR DI Scott/Dutcher/Prior Year Advances Out	Commissioners General/Prior Year Advances In	
52611145-8501	10011102-8401	63.33
BR DI Scott Lateral/Prior Year Advances Out	Commissioners General/Prior Year Advances In	

Repayment of Advances

From:	To:	
27426313-8500	10011102-8400	12,000.00
Crime Victims Grant/Advances Out	Commissioners General/Advances In	
27426314-8500	10011102-8400	42,000.00
Crime Victims CASA/Advances Out	Commissioners General/Advances In	
28631329-8500	10011102-8400	96,100.34
LEAP Forward 2019/Advances Out	Commissioners General/Advances In	
25422301-8500	10011102-8400	18,000.00
CBCG Intensive Supervision/Advances Out	Commissioners General/Advances In	
20711172-8500	10011102-8400	396,900.00
CARES Target Opportunity Grant/Advances Out	Commissioners General/Advances In	

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

26

RESOLUTION NO. 21-1264

IN THE MATTER OF APPROVING THE YEAR 2022 APPROPRIATIONS:

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

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

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

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

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

WHEREAS, the County Administrator, Deputy County Administrator, and the Fiscal Manager have prepared and submitted this Resolution and jointly recommend its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Year 2022 Appropriations be approved as follows:

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Year 2022 Appropriations

		BUDGET REQUEST
100	GENERAL FUND	
410	TAXES	95,034,539.00
420	FEES AND CHARGES FOR SERVICES	18,235,711.18
430	LICENSES AND PERMITS	2,981,691.00
440	FINES AND FORFEITURES	305,000.11
450	INTERGOVERNMENTAL	7,321,730.06
460	INTERFUND REVENUE	1,154,369.73
470	MISCELLANEOUS REVENUE	3,713,341.20
480	OTHER FINANCING SOURCES	<u>59,300.00</u>
		128,805,682.28
500	SALARY	44,672,917.76
510	BENEFITS	19,516,695.54
520	MATERIALS AND SUPPLIES	3,248,466.45
530	SERVICES AND CHARGES	21,915,878.03
540	CAPITAL OUTLAY & EQUIPMENT	16,314,500.00
560	GRANTS IN AID	2,081,270.50
580	TRANSFERS	<u>21,055,954.00</u>
		128,805,682.28
10010101	AUDITOR	
410	TAXES	15,312,209.00
420	FEES AND CHARGES FOR SERVICES	7,005,046.00
430	LICENSES AND PERMITS	12,400.00
450	INTERGOVERNMENTAL	<u>1,838,500.00</u>
		24,168,155.00
500	SALARY	1,086,500.00
510	BENEFITS	453,074.00
520	MATERIALS AND SUPPLIES	12,000.00
530	SERVICES AND CHARGES	57,750.00

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		<u>1,609,324.00</u>
10010102	WEIGHTS AND MEASURES	<u> </u>
500	SALARY	121,700.00
510	BENEFITS	46,514.00
520	MATERIALS AND SUPPLIES	3,900.00
530	SERVICES AND CHARGES	<u>13,150.00</u>
		185,264.00
10011101	COMMISSIONERS ADMIN	<u> </u>
420	FEES AND CHARGES FOR SERVICES	905,000.00
470	MISCELLANEOUS REVENUE	<u>70,000.00</u>
		975,000.00
500	SALARY	860,500.00
510	BENEFITS	302,400.00
520	MATERIALS AND SUPPLIES	15,100.00
530	SERVICES AND CHARGES	<u>81,800.00</u>
		1,259,800.00
10011102	COMMISSIONERS GENERAL	<u> </u>
410	TAXES	32,362,530.00
450	INTERGOVERNMENTAL	3,767,230.00
460	INTERFUND REVENUE	<u>1,154,369.73</u>
		37,284,129.73
520	MATERIALS AND SUPPLIES	48,500.55
530	SERVICES AND CHARGES	3,173,096.00
560	GRANTS IN AID	931,270.50
580	TRANSFERS	<u>17,199,483.00</u>
		21,352,350.05
10011103	RECORDS CENTER	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>6,000.00</u>
		6,000.00
500	SALARY	219,500.00

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510	BENEFITS	91,000.00
520	MATERIALS AND SUPPLIES	30,000.00
530	SERVICES AND CHARGES	<u>37,175.00</u>
		377,675.00
10011105	LAND AND BUILDINGS	<u> </u>
470	MISCELLANEOUS REVENUE	84,100.00
480	OTHER FINANCING SOURCES	<u>59,300.00</u>
		143,400.00
500	SALARY	1,219,909.00
510	BENEFITS	626,325.00
520	MATERIALS AND SUPPLIES	285,300.00
530	SERVICES AND CHARGES	<u>1,554,130.00</u>
		3,685,664.00
10011106	COUNTY GARAGE	<u> </u>
420	FEES AND CHARGES FOR SERVICES	4,000.00
470	MISCELLANEOUS REVENUE	<u>1,500.00</u>
		5,500.00
500	SALARY	165,966.00
510	BENEFITS	83,402.80
520	MATERIALS AND SUPPLIES	766,000.00
530	SERVICES AND CHARGES	<u>82,275.00</u>
		1,097,643.80
10011107	ZONING	<u> </u>
420	FEES AND CHARGES FOR SERVICES	1,100.00
430	LICENSES AND PERMITS	<u>3,800.00</u>
		4,900.00
500	SALARY	3,144.67
510	BENEFITS	1,330.50
520	MATERIALS AND SUPPLIES	250.00
530	SERVICES AND CHARGES	<u>664.40</u>
		5,389.57

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10011108	HUMAN RESOURCES	<input type="text"/>
500	SALARY	461,000.00
510	BENEFITS	182,700.00
520	MATERIALS AND SUPPLIES	12,500.00
530	SERVICES AND CHARGES	<u>142,680.00</u>
		798,880.00
10011110	HUMAN SERVICES	<input type="text"/>
580	TRANSFERS	<u>1,578,971.00</u>
		1,578,971.00
10011139	PUBLIC INFO/COMMUNITY RELATION	<input type="text"/>
500	SALARY	187,000.00
510	BENEFITS	96,600.00
520	MATERIALS AND SUPPLIES	1,550.00
530	SERVICES AND CHARGES	<u>94,075.00</u>
		379,225.00
10011160	COMM PRE HOSPITAL CARE BOARD	<input type="text"/>
520	MATERIALS AND SUPPLIES	45,000.00
530	SERVICES AND CHARGES	<u>80,000.00</u>
		125,000.00
10011180	2007 CO SALES TAX REVENUE FUND	<input type="text"/>
410	TAXES	<u>47,359,800.00</u>
		47,359,800.00
10011301	BUILDING SAFETY	<input type="text"/>
420	FEES AND CHARGES FOR SERVICES	659,574.00
430	LICENSES AND PERMITS	<u>2,965,491.00</u>
		3,625,065.00
500	SALARY	1,615,767.45
510	BENEFITS	677,545.83
520	MATERIALS AND SUPPLIES	31,600.00
530	SERVICES AND CHARGES	304,496.60

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		2,629,409.88
10011302	EMPLOYEE SAFETY	
500	SALARY	56,650.14
510	BENEFITS	25,562.38
520	MATERIALS AND SUPPLIES	6,000.00
530	SERVICES AND CHARGES	14,540.00
		102,752.52
10011303	EMERGENCY MEDICAL SERVICES	
420	FEES AND CHARGES FOR SERVICES	1,305,000.00
470	MISCELLANEOUS REVENUE	13,497.20
		1,318,497.20
500	SALARY	8,188,225.20
510	BENEFITS	3,282,688.97
520	MATERIALS AND SUPPLIES	400,025.00
530	SERVICES AND CHARGES	2,095,215.50
		13,966,154.67
10011501	COUNTY HOME	
530	SERVICES AND CHARGES	15,000.00
		15,000.00
10012101	PROSECUTING ATTORNEY	
420	FEES AND CHARGES FOR SERVICES	30,000.00
		30,000.00
500	SALARY	1,994,092.65
510	BENEFITS	818,196.14
520	MATERIALS AND SUPPLIES	16,300.00
530	SERVICES AND CHARGES	157,750.00
		2,986,338.79
10012301	VICTIMS ASSISTANCE	
500	SALARY	56,859.26
510	BENEFITS	71,215.91

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530	SERVICES AND CHARGES	2,100.00
		<u>130,175.17</u>
10013101	RECORDER	
420	FEES AND CHARGES FOR SERVICES	1,418,400.00
		<u>1,418,400.00</u>
500	SALARY	467,300.56
510	BENEFITS	170,071.83
520	MATERIALS AND SUPPLIES	46,267.35
530	SERVICES AND CHARGES	3,950.00
		<u>687,589.74</u>
10014101	TREASURER	
420	FEES AND CHARGES FOR SERVICES	1,542,321.60
470	MISCELLANEOUS REVENUE	1,920,000.00
		<u>3,462,321.60</u>
500	SALARY	455,850.40
510	BENEFITS	149,644.60
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	271,505.00
		<u>880,000.00</u>
10016101	BOARD OF ELECTIONS	
420	FEES AND CHARGES FOR SERVICES	251,650.00
450	INTERGOVERNMENTAL	5,000.00
		<u>256,650.00</u>
500	SALARY	1,447,617.95
510	BENEFITS	488,737.01
520	MATERIALS AND SUPPLIES	251,500.00
530	SERVICES AND CHARGES	1,166,000.00
		<u>3,353,854.96</u>
10020201	CLERK OF COURTS	
420	FEES AND CHARGES FOR SERVICES	550,020.00

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440	FINES AND FORFEITURES	30,000.00
470	MISCELLANEOUS REVENUE	<u>45,500.00</u>
		625,520.00
500	SALARY	852,474.29
510	BENEFITS	408,722.19
520	MATERIALS AND SUPPLIES	34,500.00
530	SERVICES AND CHARGES	<u>38,400.00</u>
		1,334,096.48
10022202	ADULT COURT SERVICES	<u> </u>
500	SALARY	919,596.68
510	BENEFITS	415,574.54
520	MATERIALS AND SUPPLIES	6,000.00
530	SERVICES AND CHARGES	<u>13,740.00</u>
		1,354,911.22
10023201	DOMESTIC RELATIONS	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>45,000.00</u>
		45,000.00
500	SALARY	1,160,937.82
510	BENEFITS	504,094.50
520	MATERIALS AND SUPPLIES	38,600.00
530	SERVICES AND CHARGES	<u>148,400.00</u>
		1,852,032.32
10025201	COMMON PLEAS GENERAL DIVISION	<u> </u>
500	SALARY	903,991.21
510	BENEFITS	470,797.68
520	MATERIALS AND SUPPLIES	41,500.00
530	SERVICES AND CHARGES	<u>244,500.00</u>
		1,660,788.89
10026201	JUVENILE COURT	<u> </u>
420	FEES AND CHARGES FOR SERVICES	222,000.00

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440	FINES AND FORFEITURES	5,000.00
450	INTERGOVERNMENTAL	<u>35,000.00</u>
		262,000.00
500	SALARY	2,177,522.00
510	BENEFITS	1,170,047.00
520	MATERIALS AND SUPPLIES	64,500.00
530	SERVICES AND CHARGES	<u>295,600.00</u>
		3,707,669.00
10026202	JUVENILE CORRECTION CENTER	<u> </u>
530	SERVICES AND CHARGES	<u>672,875.00</u>
		672,875.00
10027201	PROBATE COURT	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>135,000.00</u>
		135,000.00
500	SALARY	480,629.00
510	BENEFITS	283,400.00
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	<u>156,700.00</u>
		923,229.00
10029202	COURT OF APPEALS	<u> </u>
530	SERVICES AND CHARGES	<u>48,000.00</u>
		48,000.00
10029203	MUNICIPAL COURT	<u> </u>
420	FEES AND CHARGES FOR SERVICES	10,000.00
440	FINES AND FORFEITURES	<u>128,000.00</u>
		138,000.00
500	SALARY	35,100.00
510	BENEFITS	5,880.00
530	SERVICES AND CHARGES	<u>551,000.00</u>
		591,980.00

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10030301	CORONER	
	500 SALARY	214,687.00
	510 BENEFITS	132,449.20
	520 MATERIALS AND SUPPLIES	3,500.00
	530 SERVICES AND CHARGES	216,530.00
		567,166.20
10031301	SHERIFF / DEPUTIES	
	420 FEES AND CHARGES FOR SERVICES	3,621,100.00
	440 FINES AND FORFEITURES	41,000.00
	450 INTERGOVERNMENTAL	61,000.00
	470 MISCELLANEOUS REVENUE	37,000.00
		3,760,100.00
	500 SALARY	12,996,182.00
	510 BENEFITS	5,787,467.86
	520 MATERIALS AND SUPPLIES	713,810.76
	530 SERVICES AND CHARGES	1,172,722.00
		20,670,182.62
10031302	SHERIFF PRISONER TRANSPORT	
	530 SERVICES AND CHARGES	45,000.00
		45,000.00
10031303	SHERIFF JAIL	
	420 FEES AND CHARGES FOR SERVICES	495,000.00
	440 FINES AND FORFEITURES	31,000.00
	450 INTERGOVERNMENTAL	15,000.00
	470 MISCELLANEOUS REVENUE	560,000.00
		1,101,000.00
	500 SALARY	5,234,214.00
	510 BENEFITS	2,246,703.24
	520 MATERIALS AND SUPPLIES	294,173.00
	530 SERVICES AND CHARGES	2,038,473.00

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		<u>9,813,563.24</u>
10031308	SHERIFF FIRING RANGE	<u> </u>
520	MATERIALS AND SUPPLIES	3,500.00
530	SERVICES AND CHARGES	<u>2,500.00</u>
		6,000.00
10031337	SHERIFF LOCAL FUNDS	<u> </u>
420	FEES AND CHARGES FOR SERVICES	12,000.00
470	MISCELLANEOUS REVENUE	<u>17,000.00</u>
		29,000.00
		<u> </u>
520	MATERIALS AND SUPPLIES	8,090.00
530	SERVICES AND CHARGES	22,185.37
540	CAPITAL OUTLAY & EQUIPMENT	<u>9,500.00</u>
		39,775.37
10040421	ROAD & BRIDGE PROJECTS	<u> </u>
470	MISCELLANEOUS REVENUE	<u>964,744.00</u>
		964,744.00
		<u> </u>
530	SERVICES AND CHARGES	5,421,000.00
540	CAPITAL OUTLAY & EQUIPMENT	16,305,000.00
560	GRANTS IN AID	1,150,000.00
580	TRANSFERS	<u>2,277,500.00</u>
		25,153,500.00
10062601	VETERANS SERVICES	<u> </u>
500	SALARY	500,000.00
510	BENEFITS	217,250.00
520	MATERIALS AND SUPPLIES	48,000.00
530	SERVICES AND CHARGES	<u>446,550.00</u>
		1,211,800.00
10083801	PUBLIC DEFENDER COMMISSION	<u> </u>
420	FEES AND CHARGES FOR SERVICES	17,499.58
440	FINES AND FORFEITURES	70,000.11

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450	INTERGOVERNMENTAL	<u>1,600,000.06</u>
		1,687,499.75
500	SALARY	590,000.48
510	BENEFITS	307,300.36
520	MATERIALS AND SUPPLIES	14,999.79
530	SERVICES AND CHARGES	<u>1,034,350.16</u>
		1,946,650.79
10110107	UNCLAIMED MONIES	<u> </u>
470	MISCELLANEOUS REVENUE	<u>50,000.00</u>
		50,000.00
530	SERVICES AND CHARGES	100,000.00
580	TRANSFERS	<u>26,500.00</u>
		126,500.00
20110105	REA	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>4,947,100.00</u>
		4,947,100.00
500	SALARY	1,364,100.00
510	BENEFITS	593,200.00
520	MATERIALS AND SUPPLIES	34,600.00
530	SERVICES AND CHARGES	2,500,179.50
540	CAPITAL OUTLAY & EQUIPMENT	<u>35,000.00</u>
		4,527,079.50
20110106	REA GIS	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>1,200.00</u>
		1,200.00
500	SALARY	375,100.00
510	BENEFITS	150,800.00
520	MATERIALS AND SUPPLIES	23,700.00
530	SERVICES AND CHARGES	1,155,885.00
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00

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		<u>1,725,485.00</u>
20315101	DATA CENTER FUND	
420	FEES AND CHARGES FOR SERVICES	175,000.00
460	INTERFUND REVENUE	<u>3,000,000.00</u>
		3,175,000.00
500	SALARY	862,500.00
510	BENEFITS	315,148.00
520	MATERIALS AND SUPPLIES	50,000.00
530	SERVICES AND CHARGES	977,943.20
540	CAPITAL OUTLAY & EQUIPMENT	<u>1,202,829.00</u>
		3,408,420.20
20410301	DOG AND KENNEL AUDITOR	
500	SALARY	34,436.00
510	BENEFITS	9,174.00
520	MATERIALS AND SUPPLIES	400.00
530	SERVICES AND CHARGES	<u>11,200.00</u>
		55,210.00
20411305	DOG AND KENNEL	
430	LICENSES AND PERMITS	265,000.00
440	FINES AND FORFEITURES	27,000.00
470	MISCELLANEOUS REVENUE	<u>3,500.00</u>
		295,500.00
500	SALARY	182,000.00
510	BENEFITS	67,700.00
520	MATERIALS AND SUPPLIES	13,200.00
530	SERVICES AND CHARGES	50,750.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>6,000.00</u>
		319,650.00
20683201	LAW LIBRARY RESOURCES BOARD	
440	FINES AND FORFEITURES	237,700.00

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470	MISCELLANEOUS REVENUE	500.00
		<u>238,200.00</u>
500	SALARY	54,512.64
510	BENEFITS	25,213.12
520	MATERIALS AND SUPPLIES	59,000.00
530	SERVICES AND CHARGES	99,360.00
		<u>238,085.76</u>
21011113	JOINT ECONOMIC DEVELOPMENT	<u> </u>
420	FEES AND CHARGES FOR SERVICES	6,000.00
450	INTERGOVERNMENTAL	48,000.00
460	INTERFUND REVENUE	800,000.00
		<u>854,000.00</u>
500	SALARY	328,000.00
510	BENEFITS	137,800.00
520	MATERIALS AND SUPPLIES	6,800.00
530	SERVICES AND CHARGES	276,150.00
560	GRANTS IN AID	75,000.00
		<u>823,750.00</u>
21011116	BUSINESS DEVELOPMENT MEETINGS	<u> </u>
530	SERVICES AND CHARGES	3,000.00
		<u>3,000.00</u>
21111171	EMERGENCY RENTAL ASSISTANCE	<u> </u>
560	GRANTS IN AID	104,045.50
		<u>104,045.50</u>
21411306	911	<u> </u>
410	TAXES	4,150,224.00
450	INTERGOVERNMENTAL	369,515.00
470	MISCELLANEOUS REVENUE	30,447.00
		<u>4,550,186.00</u>
500	SALARY	2,134,936.00

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510	BENEFITS	748,111.00
520	MATERIALS AND SUPPLIES	383,310.00
530	SERVICES AND CHARGES	1,225,098.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>805,000.00</u>
		5,296,455.00
21581301	EMERGENCY MANAGEMENT AGENCY	<u> </u>
420	FEES AND CHARGES FOR SERVICES	151,850.00
450	INTERGOVERNMENTAL	<u>200,000.00</u>
		351,850.00
500	SALARY	209,000.00
510	BENEFITS	103,600.00
520	MATERIALS AND SUPPLIES	21,550.00
530	SERVICES AND CHARGES	<u>17,700.00</u>
		351,850.00
21581306	2019-2021 HMEP	<u> </u>
450	INTERGOVERNMENTAL	<u>12,000.00</u>
		12,000.00
530	SERVICES AND CHARGES	<u>12,000.00</u>
		12,000.00
21711326	911 WIRELESS	<u> </u>
450	INTERGOVERNMENTAL	<u>602,464.00</u>
		602,464.00
520	MATERIALS AND SUPPLIES	11,200.00
530	SERVICES AND CHARGES	<u>287,100.00</u>
		298,300.00
21911401	DITCH MAINTENANCE	<u> </u>
410	TAXES	2,366,470.17
420	FEES AND CHARGES FOR SERVICES	<u>100,000.00</u>
		2,466,470.17

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520	MATERIALS AND SUPPLIES	127,000.00
530	SERVICES AND CHARGES	1,436,098.40
540	CAPITAL OUTLAY & EQUIPMENT	<u>125,000.00</u>
		1,688,098.40
22111502	LITTER GRANT	<u> </u>
450	INTERGOVERNMENTAL	<u>79,910.00</u>
		79,910.00
530	SERVICES AND CHARGES	<u>79,910.00</u>
		79,910.00
22211330	AMERICAN RESCUE PLAN	<u> </u>
450	INTERGOVERNMENTAL	<u>20,315,090.00</u>
		20,315,090.00
22311611	WORKFORCE INVESTMENT ACT	<u> </u>
450	INTERGOVERNMENTAL	<u>785,834.08</u>
		785,834.08
520	MATERIALS AND SUPPLIES	15,500.00
530	SERVICES AND CHARGES	406,101.66
580	TRANSFERS	<u>300,000.00</u>
		721,601.66
22411601	JFS INCOME MAINTENANCE	<u> </u>
450	INTERGOVERNMENTAL	2,302,362.47
460	INTERFUND REVENUE	766,471.00
470	MISCELLANEOUS REVENUE	<u>12,000.00</u>
		3,080,833.47
500	SALARY	1,552,978.88
510	BENEFITS	866,615.93
530	SERVICES AND CHARGES	<u>263,240.71</u>
		2,682,835.52
22411602	JFS PRC	<u> </u>

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	450	INTERGOVERNMENTAL	986,763.31
			<u>986,763.31</u>
	530	SERVICES AND CHARGES	285,000.00
	580	TRANSFERS	25,000.00
			<u>310,000.00</u>
22411603		JFS WORKFORCE	
	450	INTERGOVERNMENTAL	346,696.00
			<u>346,696.00</u>
	530	SERVICES AND CHARGES	100,000.00
			<u>100,000.00</u>
22411604		JFS CHILD PROTECTION	
	450	INTERGOVERNMENTAL	925,939.22
	460	INTERFUND REVENUE	1,200,000.00
	470	MISCELLANEOUS REVENUE	1,500.00
			<u>2,127,439.22</u>
	500	SALARY	1,403,084.31
	510	BENEFITS	766,464.07
	530	SERVICES AND CHARGES	3,100.00
			<u>2,172,648.38</u>
22411605		JFS ADMINISTRATION	
	500	SALARY	677,245.96
	510	BENEFITS	321,091.01
	520	MATERIALS AND SUPPLIES	24,600.00
	530	SERVICES AND CHARGES	542,477.34
			<u>1,565,414.31</u>
22511607		CHILDREN SERVICES	
	450	INTERGOVERNMENTAL	2,151,904.00
	460	INTERFUND REVENUE	1,137,500.00
	470	MISCELLANEOUS REVENUE	10,000.00
			<u>3,299,404.00</u>

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520	MATERIALS AND SUPPLIES	7,000.00
530	SERVICES AND CHARGES	1,933,360.00
580	TRANSFERS	<u>1,200,000.00</u>
		3,140,360.00
23011704	CDBG PY2020	<u> </u>
450	INTERGOVERNMENTAL	<u>274,000.00</u>
		274,000.00
530	SERVICES AND CHARGES	<u>274,000.00</u>
		274,000.00
23512102	DELINQUENT TAX/PROSECUTOR	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>275,000.00</u>
		275,000.00
500	SALARY	213,091.98
510	BENEFITS	99,695.38
590	CONTINGENCY/OTHER	<u>228,678.53</u>
		541,465.89
23612302	VICTIMS OF CRIME GRANT	<u> </u>
450	INTERGOVERNMENTAL	63,781.25
460	INTERFUND REVENUE	<u>15,945.31</u>
		79,726.56
500	SALARY	68,523.04
510	BENEFITS	<u>11,203.52</u>
		79,726.56
23612305	STATE VICTIMS ASST GRNT SVAA	<u> </u>
450	INTERGOVERNMENTAL	<u>2,106.00</u>
		2,106.00
500	SALARY	1,810.06
510	BENEFITS	<u>295.95</u>
		2,106.01

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23711630	CSEA	
420	FEES AND CHARGES FOR SERVICES	490,000.00
450	INTERGOVERNMENTAL	1,505,601.00
470	MISCELLANEOUS REVENUE	20,000.00
		2,015,601.00
500	SALARY	1,001,848.44
510	BENEFITS	522,944.22
520	MATERIALS AND SUPPLIES	19,345.20
530	SERVICES AND CHARGES	503,248.41
540	CAPITAL OUTLAY & EQUIPMENT	2,154.80
		2,049,541.07
24026326	JUV CRT RESTITUTION	
440	FINES AND FORFEITURES	11,000.00
		11,000.00
530	SERVICES AND CHARGES	11,000.00
		11,000.00
24113102	COUNTY RECORDER EQUIPMENT	
420	FEES AND CHARGES FOR SERVICES	336,130.00
		336,130.00
520	MATERIALS AND SUPPLIES	35,000.00
530	SERVICES AND CHARGES	487,481.00
		522,481.00
24231333	SRF EQUITABLE SHARING DOJ	
520	MATERIALS AND SUPPLIES	17,394.50
		17,394.50
24331334	SRF EQUITABLE SHARE TREASURY	
520	MATERIALS AND SUPPLIES	5,313.54
530	SERVICES AND CHARGES	6,000.00
		11,313.54

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24414102	DELINQUENT TAX/TREASURER	<u> </u>
420	FEES AND CHARGES FOR SERVICES	346,601.46
470	MISCELLANEOUS REVENUE	<u>13,937.68</u>
		360,539.14
500	SALARY	321,375.07
510	BENEFITS	168,275.22
520	MATERIALS AND SUPPLIES	53,500.00
530	SERVICES AND CHARGES	270,700.00
590	CONTINGENCY/OTHER	<u>20,000.00</u>
		833,850.29
24531346	PREA GRANT	<u> </u>
450	INTERGOVERNMENTAL	58,381.00
460	INTERFUND REVENUE	<u>58,381.00</u>
		116,762.00
500	SALARY	59,499.44
530	SERVICES AND CHARGES	46,263.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>11,000.00</u>
		116,762.44
24614107	TAX CERTIFICATE ADMIN FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>9,000.00</u>
		9,000.00
530	SERVICES AND CHARGES	<u>5,000.00</u>
		5,000.00
24712304	PRE-TRIAL DIVERSION FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>3,500.00</u>
		3,500.00
500	SALARY	2,654.84
510	BENEFITS	<u>1,522.59</u>
		4,177.43
24820101	TITLE ADMINISTRATION	<u> </u>

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420	FEES AND CHARGES FOR SERVICES	1,325,000.00
		<u>1,325,000.00</u>
500	SALARY	275,779.38
510	BENEFITS	122,657.56
520	MATERIALS AND SUPPLIES	14,400.00
530	SERVICES AND CHARGES	71,175.00
580	TRANSFERS	1,127,869.73
		<u>1,611,881.67</u>
24820102	NORTHPOINTE SATELLITE OFFICE	
500	SALARY	466,195.88
510	BENEFITS	217,284.70
520	MATERIALS AND SUPPLIES	13,500.00
530	SERVICES AND CHARGES	105,300.00
540	CAPITAL OUTLAY & EQUIPMENT	6,000.00
		<u>808,280.58</u>
25123202	DOMESTIC RELATIONS COMPUTER FD	
420	FEES AND CHARGES FOR SERVICES	2,500.00
		<u>2,500.00</u>
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	2,500.00
		<u>5,000.00</u>
25222203	COMMON PLEAS SPECIAL PROJECTS	
420	FEES AND CHARGES FOR SERVICES	8,000.00
470	MISCELLANEOUS REVENUE	70.00
		<u>8,070.00</u>
520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	20,000.00
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00
		<u>60,000.00</u>
25322312	ODRC SUBSIDY GRANT	

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	450	INTERGOVERNMENTAL	75,000.00
			<u>75,000.00</u>
	500	SALARY	50,053.60
	510	BENEFITS	7,329.07
	520	MATERIALS AND SUPPLIES	1,117.00
	530	SERVICES AND CHARGES	15,980.00
			<u>74,479.67</u>
25422301		CBCG INTENSIVE SUPERVISION	
	450	INTERGOVERNMENTAL	135,732.00
			<u>135,732.00</u>
	500	SALARY	90,324.37
	510	BENEFITS	45,867.60
	530	SERVICES AND CHARGES	960.00
			<u>137,151.97</u>
25422302		CBCG ELECTRONIC MONITORING	
	450	INTERGOVERNMENTAL	30,000.00
			<u>30,000.00</u>
	500	SALARY	22,462.72
	510	BENEFITS	7,537.28
			<u>30,000.00</u>
25422311		PRE SENTENCE INVESTIGATION	
	450	INTERGOVERNMENTAL	95,000.00
			<u>95,000.00</u>
	500	SALARY	69,536.30
	510	BENEFITS	25,463.72
			<u>95,000.02</u>
25522309		DRUG COURT DOCKET	
	450	INTERGOVERNMENTAL	35,000.00
			<u>35,000.00</u>

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500	SALARY	17,762.13
510	BENEFITS	17,237.87
530	SERVICES AND CHARGES	<u>135.00</u>
		35,135.00
25622303	INTENSIVE SUPERVISION	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>90,000.00</u>
		90,000.00
520	MATERIALS AND SUPPLIES	90,800.00
530	SERVICES AND CHARGES	<u>39,470.00</u>
		130,270.00
25722304	INT SUPERVISION PROBATION	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>45,000.00</u>
		45,000.00
530	SERVICES AND CHARGES	<u>45,000.00</u>
		45,000.00
25922307	MENTAL HEALTH DOCKET	<u> </u>
450	INTERGOVERNMENTAL	<u>35,000.00</u>
		35,000.00
500	SALARY	16,121.54
510	BENEFITS	18,546.95
530	SERVICES AND CHARGES	<u>332.00</u>
		35,000.49
26026203	JUVENILE COURT DATA FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	8,000.00
450	INTERGOVERNMENTAL	<u>79,645.00</u>
		87,645.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	<u>10,000.00</u>
		20,000.00

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26126301	INDIGENT GUARDIAN	<input type="text"/>
	420 FEES AND CHARGES FOR SERVICES	<u>20,000.00</u>
		20,000.00
	530 SERVICES AND CHARGES	<u>20,000.00</u>
		20,000.00
26226206	SPECIALIZED COURT DOCKET	<input type="text"/>
	500 SALARY	48,944.00
	510 BENEFITS	35,302.85
	530 SERVICES AND CHARGES	<u>4,000.00</u>
		88,246.85
26426303	PROBATION FUND	<input type="text"/>
	420 FEES AND CHARGES FOR SERVICES	<u>4,500.00</u>
		4,500.00
	520 MATERIALS AND SUPPLIES	10,000.00
	530 SERVICES AND CHARGES	<u>5,000.00</u>
		15,000.00
26526304	DISPUTE RESOLUTION	<input type="text"/>
	420 FEES AND CHARGES FOR SERVICES	<u>1,500.00</u>
		1,500.00
	530 SERVICES AND CHARGES	<u>10,000.00</u>
		10,000.00
26626205	FAMILY DRUG COURT	<input type="text"/>
	450 INTERGOVERNMENTAL	<u>51,716.00</u>
		51,716.00
	500 SALARY	31,916.00
	510 BENEFITS	<u>19,800.00</u>
		51,716.00
26726323	JUV CARE & CUSTODY RECLAIM	<input type="text"/>

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	450	INTERGOVERNMENTAL	245,357.00
			<u>245,357.00</u>
	500	SALARY	507,000.00
	510	BENEFITS	302,320.00
	530	SERVICES AND CHARGES	<u>69,000.00</u>
			878,320.00
26726324		YOUTH SERVICE / DIVERSION	
	450	INTERGOVERNMENTAL	<u>397,170.60</u>
			397,170.60
	500	SALARY	43,500.00
	510	BENEFITS	<u>27,335.00</u>
			70,835.00
26926308		INDIGENT DRIVER ALCOHOL TREAT	
	450	INTERGOVERNMENTAL	<u>300.00</u>
			300.00
	530	SERVICES AND CHARGES	<u>8,000.00</u>
			8,000.00
27126310		JUVENILE ACCT INCENTIVE GRANT	
	420	FEES AND CHARGES FOR SERVICES	<u>1,500.00</u>
			1,500.00
	520	MATERIALS AND SUPPLIES	4,000.00
	530	SERVICES AND CHARGES	<u>2,000.00</u>
			6,000.00
27229210		DR ALTERNATIVE DISPUTE RESO	
	420	FEES AND CHARGES FOR SERVICES	<u>5,000.00</u>
			5,000.00
	530	SERVICES AND CHARGES	<u>34,500.00</u>
			34,500.00
27426313		CRIME VICTIMS GRANT	

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	450	INTERGOVERNMENTAL	51,059.00
	460	INTERFUND REVENUE	19,195.00
			70,254.00
	500	SALARY	41,000.00
	510	BENEFITS	19,745.00
	520	MATERIALS AND SUPPLIES	350.00
	530	SERVICES AND CHARGES	1,500.00
			62,595.00
27426314		CRIME VICTIMS CASA	
	450	INTERGOVERNMENTAL	169,185.25
	470	MISCELLANEOUS REVENUE	49,951.00
			219,136.25
	500	SALARY	121,500.00
	510	BENEFITS	95,995.00
	520	MATERIALS AND SUPPLIES	195.00
	530	SERVICES AND CHARGES	46,800.00
			264,490.00
27526315		STATE VICTIM ASST GRANT	
	450	INTERGOVERNMENTAL	23,802.00
			23,802.00
	500	SALARY	14,100.00
	510	BENEFITS	7,521.00
	520	MATERIALS AND SUPPLIES	2,302.00
			23,923.00
27626316		JUVENILE COURT SPECIAL PROJECT	
	420	FEES AND CHARGES FOR SERVICES	10,000.00
			10,000.00
	520	MATERIALS AND SUPPLIES	10,000.00
	530	SERVICES AND CHARGES	40,000.00

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		<u>50,000.00</u>
27826325	JUVENILE COURT OTHER PROJECTS	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>20,000.00</u>
		20,000.00
520	MATERIALS AND SUPPLIES	3,500.00
530	SERVICES AND CHARGES	<u>33,000.00</u>
		36,500.00
27929208	GD ALTERNATIVE DISPUTE RESO	<u> </u>
530	SERVICES AND CHARGES	<u>44,669.48</u>
		44,669.48
28027204	PROBATE COURT DATA FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>15,000.00</u>
		15,000.00
520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	<u>30,000.00</u>
		50,000.00
28129204	COMMON PLEAS DATA FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	50,000.00
470	MISCELLANEOUS REVENUE	<u>1,000.00</u>
		51,000.00
520	MATERIALS AND SUPPLIES	22,000.00
530	SERVICES AND CHARGES	<u>51,500.00</u>
		73,500.00
28229205	LEGAL RESEARCH	<u> </u>
420	FEES AND CHARGES FOR SERVICES	5,000.00
470	MISCELLANEOUS REVENUE	<u>60.00</u>
		5,060.00
520	MATERIALS AND SUPPLIES	8,000.00
530	SERVICES AND CHARGES	22,000.00

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540	CAPITAL OUTLAY & EQUIPMENT	20,000.00
		50,000.00
28329206	COMMON PLEAS GUARDIAN AD LITEM	
420	FEES AND CHARGES FOR SERVICES	21,000.00
		21,000.00
530	SERVICES AND CHARGES	40,000.00
		40,000.00
28429207	DOMESTIC RELATIONS FUND	
420	FEES AND CHARGES FOR SERVICES	16,000.00
		16,000.00
530	SERVICES AND CHARGES	48,500.00
		48,500.00
28631345	LEAP FORWARD 2020	
450	INTERGOVERNMENTAL	67,000.00
		67,000.00
500	SALARY	10,000.00
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	54,000.00
		67,000.00
28631352	LEAP FORWARD 2021	
450	INTERGOVERNMENTAL	120,000.00
460	INTERFUND REVENUE	40,000.00
		160,000.00
500	SALARY	15,000.00
520	MATERIALS AND SUPPLIES	6,000.00
530	SERVICES AND CHARGES	89,000.00
540	CAPITAL OUTLAY & EQUIPMENT	50,000.00
		160,000.00
28831313	ROAD AND BRIDGE FINES	

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	440	FINES AND FORFEITURES	40,000.00
	450	INTERGOVERNMENTAL	3,000.00
			43,000.00
	500	SALARY	32,350.00
	510	BENEFITS	5,825.93
	520	MATERIALS AND SUPPLIES	5,000.00
	530	SERVICES AND CHARGES	3,000.00
			46,175.93
28931314		DRUG ENFORCEMENT & EDUCATION	
	440	FINES AND FORFEITURES	2,500.00
			2,500.00
	530	SERVICES AND CHARGES	6,500.00
			6,500.00
29031318		CONCEALED HANDGUN	
	430	LICENSES AND PERMITS	165,000.00
			165,000.00
	520	MATERIALS AND SUPPLIES	93,499.92
	530	SERVICES AND CHARGES	78,000.00
			171,499.92
29131321		LAW ENFORCEMENT CPT	
	530	SERVICES AND CHARGES	1,167.51
			1,167.51
29240001		MOTOR & GAS FUND	
	420	FEES AND CHARGES FOR SERVICES	1,255,000.00
	430	LICENSES AND PERMITS	170,000.00
	450	INTERGOVERNMENTAL	10,514,000.00
	480	OTHER FINANCING SOURCES	2,000.00
			11,941,000.00
	500	SALARY	4,949,543.00

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	460	INTERFUND REVENUE	900,000.00
			<u>900,000.00</u>
29911190		AG SOCIETY EXCISE TAX	
	410	TAXES	1,200,000.00
			<u>1,200,000.00</u>
	530	SERVICES AND CHARGES	1,900,000.00
			<u>1,900,000.00</u>
40111402		PERMANENT IMPROVEMENT ADMIN	
	410	TAXES	828,046.00
	450	INTERGOVERNMENTAL	72,000.00
			<u>900,046.00</u>
	520	MATERIALS AND SUPPLIES	65,693.00
	530	SERVICES AND CHARGES	132,752.00
	540	CAPITAL OUTLAY & EQUIPMENT	1,701,500.00
			<u>1,899,945.00</u>
40311409		DRAINAGE IMPROVEMENT	
	470	MISCELLANEOUS REVENUE	12,500.00
			<u>12,500.00</u>
	530	SERVICES AND CHARGES	5,000.00
			<u>5,000.00</u>
40311463		KINGSTON TWP 2017-1	
	530	SERVICES AND CHARGES	100,639.86
			<u>100,639.86</u>
40311472		GORSUCH JOINT COUNTY #588	
	530	SERVICES AND CHARGES	246,920.00
			<u>246,920.00</u>
40940450		WORTHINGTON RD & AFRICA OPWC	
	450	INTERGOVERNMENTAL	100,000.00
			<u>100,000.00</u>

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	540	CAPITAL OUTLAY & EQUIPMENT	<u>380,000.00</u>
			380,000.00
40940452		HOME RD & SAWMILL PARKWAY OPWC	<u> </u>
	450	INTERGOVERNMENTAL	<u>300,000.00</u>
			300,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	<u>498,855.00</u>
			498,855.00
40940454		GREEN MEADOWS EXTENSION OPWC	<u> </u>
	450	INTERGOVERNMENTAL	<u>500,000.00</u>
			500,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	<u>500,000.00</u>
			500,000.00
41711436		CAPITAL ACQUISITIONS & PROJECT	<u> </u>
	460	INTERFUND REVENUE	<u>1,850,000.00</u>
			1,850,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	<u>3,552,664.00</u>
			3,552,664.00
42011438		CAPITAL IMPROVEMENTS RESERVE	<u> </u>
	460	INTERFUND REVENUE	<u>7,949,020.00</u>
			7,949,020.00
	540	CAPITAL OUTLAY & EQUIPMENT	<u>2,400,000.00</u>
			2,400,000.00
42011440		NORTH CAMPUS RENOVATIONS	<u> </u>
	540	CAPITAL OUTLAY & EQUIPMENT	<u>13,500,000.00</u>
			13,500,000.00
44311437		SLATE RIDGE REDEV TAX EQUIV FD	<u> </u>
	410	TAXES	354,000.00

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		<u>354,000.00</u>
	530 SERVICES AND CHARGES	<u>296,900.00</u>
		296,900.00
44411439	OLENT CROSS REDEV TAX EQUIV FD	<u> </u>
	410 TAXES	<u>101,464.50</u>
		101,464.50
	530 SERVICES AND CHARGES	1,989.50
	570 DEBT SERVICE	<u>99,475.00</u>
		101,464.50
45111446	SLATE RIDGE II TIF	<u> </u>
	410 TAXES	<u>363,000.33</u>
		363,000.33
	530 SERVICES AND CHARGES	<u>363,000.00</u>
		363,000.00
50111117	BOND RETIREMENT DEBT SERVICE	<u> </u>
	460 INTERFUND REVENUE	<u>2,791,758.00</u>
		2,791,758.00
	570 DEBT SERVICE	<u>2,791,758.00</u>
		2,791,758.00
50211119	BOND RETIREMENT CFOA	<u> </u>
	410 TAXES	745,232.00
	450 INTERGOVERNMENTAL	<u>100,000.00</u>
		845,232.00
	530 SERVICES AND CHARGES	17,594.00
	570 DEBT SERVICE	<u>879,700.00</u>
		897,294.00
50411121	BR RD IMP US23 LEWIS CENTER RD	<u> </u>
	410 TAXES	171,301.29

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		<u>171,301.29</u>
530	SERVICES AND CHARGES	3,358.85
570	DEBT SERVICE	<u>167,942.44</u>
		171,301.29
50811125	BR SAWMILL PKWY EXT TIF	<u> </u>
410	TAXES	159,011.19
460	INTERFUND REVENUE	<u>16,184.49</u>
		175,195.68
530	SERVICES AND CHARGES	3,117.87
570	DEBT SERVICE	<u>155,893.32</u>
		159,011.19
52211141	BR DI CHADWICK	<u> </u>
410	TAXES	<u>26,058.45</u>
		26,058.45
530	SERVICES AND CHARGES	510.95
570	DEBT SERVICE	<u>25,547.50</u>
		26,058.45
52311142	BR DI HARDIN	<u> </u>
410	TAXES	<u>8,651.41</u>
		8,651.41
530	SERVICES AND CHARGES	169.64
570	DEBT SERVICE	<u>8,481.77</u>
		8,651.41
52411143	BR DI ROOF	<u> </u>
410	TAXES	<u>13,863.10</u>
		13,863.10
530	SERVICES AND CHARGES	271.83
570	DEBT SERVICE	<u>13,591.27</u>
		13,863.10

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52511144	BR DI WINDING CREEK	
410	TAXES	11,294.28
		11,294.28
530	SERVICES AND CHARGES	221.46
570	DEBT SERVICE	11,072.82
		11,294.28
52611145	BR DI SCOTT LATERAL	
410	TAXES	11,659.75
		11,659.75
530	SERVICES AND CHARGES	228.62
570	DEBT SERVICE	11,431.13
		11,659.75
52711146	BR DI HAVENS	
410	TAXES	11,377.09
		11,377.09
530	SERVICES AND CHARGES	223.08
570	DEBT SERVICE	11,154.01
		11,377.09
52811147	BR DI FANCHER RD	
410	TAXES	9,370.33
		9,370.33
530	SERVICES AND CHARGES	183.73
570	DEBT SERVICE	9,186.60
		9,370.33
52911148	BR DI RUDER EAST	
410	TAXES	5,529.52
		5,529.52
530	SERVICES AND CHARGES	108.42

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570	DEBT SERVICE	5,421.10
		<u>5,529.52</u>
53011149	BR DI RUDER WEST	
410	TAXES	29,237.85
		<u>29,237.85</u>
530	SERVICES AND CHARGES	573.29
570	DEBT SERVICE	28,664.56
		<u>29,237.85</u>
53111150	BR DI THOMAS #9	
410	TAXES	6,624.84
		<u>6,624.84</u>
530	SERVICES AND CHARGES	129.90
570	DEBT SERVICE	6,494.94
		<u>6,624.84</u>
58011181	2007 CO SALES TAX SAWMILL BOND	
460	INTERFUND REVENUE	2,277,500.00
		<u>2,277,500.00</u>
570	DEBT SERVICE	2,277,500.00
		<u>2,277,500.00</u>
60111901	PROPERTY & CASUALTY INSURANCE	
460	INTERFUND REVENUE	575,000.00
470	MISCELLANEOUS REVENUE	30,000.00
		<u>605,000.00</u>
500	SALARY	47,639.48
510	BENEFITS	15,939.10
530	SERVICES AND CHARGES	793,365.00
		<u>856,943.58</u>
60211902	EMPLOYEE BENEFITS	
420	FEES AND CHARGES FOR SERVICES	17,384,207.00

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460	INTERFUND REVENUE	84,000.00
470	MISCELLANEOUS REVENUE	<u>2,531,793.00</u>
		20,000,000.00
530	SERVICES AND CHARGES	<u>20,000,000.00</u>
		20,000,000.00
60211924	EMPLOYEE WELLNESS PROGRAM	<u> </u>
470	MISCELLANEOUS REVENUE	<u>30,000.00</u>
		30,000.00
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	<u>25,000.00</u>
		30,000.00
60211925	FLEXIBLE SPENDING ACCOUNTS	<u> </u>
470	MISCELLANEOUS REVENUE	<u>301,000.00</u>
		301,000.00
530	SERVICES AND CHARGES	<u>350,000.00</u>
		350,000.00
61311923	SELF INSURED WORKERS COMP	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>672,033.00</u>
		672,033.00
500	SALARY	68,422.83
510	BENEFITS	27,487.22
520	MATERIALS AND SUPPLIES	3,500.00
530	SERVICES AND CHARGES	<u>588,500.00</u>
		687,910.05
66211900	SRF OPERATIONS & MAINTENANCE	<u> </u>
410	TAXES	563,653.00
420	FEES AND CHARGES FOR SERVICES	28,359,590.00
430	LICENSES AND PERMITS	3,650.00
470	MISCELLANEOUS REVENUE	131,725.00

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		<u>29,058,618.00</u>
500	SALARY	4,462,000.00
510	BENEFITS	2,160,000.00
520	MATERIALS AND SUPPLIES	1,182,825.00
530	SERVICES AND CHARGES	4,908,120.48
540	CAPITAL OUTLAY & EQUIPMENT	866,000.00
580	TRANSFERS	<u>19,673,987.60</u>
		33,252,933.08
66311901	BOND SERVICE FUND	<u> </u>
460	INTERFUND REVENUE	<u>3,604,987.50</u>
		3,604,987.50
570	DEBT SERVICE	<u>3,604,987.50</u>
		3,604,987.50
66611900	URF OPERATIONS&MAINT PROJECTS	<u> </u>
460	INTERFUND REVENUE	<u>11,732,000.00</u>
		11,732,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>17,390,908.80</u>
		17,390,908.80
66711900	CAPITAL DEVELOPMENT PROJECTS	<u> </u>
460	INTERFUND REVENUE	<u>4,337,000.00</u>
		4,337,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>15,319,799.87</u>
		15,319,799.87
68011916	SOLID WASTE	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>262,500.00</u>
		262,500.00
500	SALARY	56,700.00
510	BENEFITS	18,300.00
520	MATERIALS AND SUPPLIES	1,000.00

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530	SERVICES AND CHARGES	58,261.86
540	CAPITAL OUTLAY & EQUIPMENT	<u>50,000.00</u>
		184,261.86
69340407	STORMWATER PHASE II	<u> </u>
420	FEES AND CHARGES FOR SERVICES	304,000.00
430	LICENSES AND PERMITS	<u>200,000.00</u>
		504,000.00
500	SALARY	327,079.00
510	BENEFITS	142,129.00
520	MATERIALS AND SUPPLIES	4,660.00
530	SERVICES AND CHARGES	<u>42,025.00</u>
		515,893.00
70161603	FCFC GENERAL	<u> </u>
450	INTERGOVERNMENTAL	15,750.00
470	MISCELLANEOUS REVENUE	<u>80,000.00</u>
		95,750.00
500	SALARY	99,581.18
510	BENEFITS	25,527.26
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	<u>3,950.00</u>
		131,058.44
70161605	FCF SYSTEM OF CARE	<u> </u>
450	INTERGOVERNMENTAL	<u>683,377.36</u>
		683,377.36
530	SERVICES AND CHARGES	<u>683,377.36</u>
		683,377.36
70161606	HELP ME GROW GENERAL REVENUE	<u> </u>
450	INTERGOVERNMENTAL	<u>534,309.00</u>
		534,309.00

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530	SERVICES AND CHARGES	<u>534,309.00</u>
		534,309.00
70161608	FCFC FLEXIBLE FUNDING POOL	<u> </u>
470	MISCELLANEOUS REVENUE	<u>50,000.00</u>
		50,000.00
530	SERVICES AND CHARGES	<u>107,680.00</u>
		107,680.00
74811311	DOMESTIC VIOLENCE	<u> </u>
420	FEES AND CHARGES FOR SERVICES	<u>32,000.00</u>
		32,000.00
530	SERVICES AND CHARGES	<u>32,000.00</u>
		32,000.00
76040901	STORMWATER ESCROW	<u> </u>
470	MISCELLANEOUS REVENUE	<u>1,000,000.00</u>
		1,000,000.00
530	SERVICES AND CHARGES	<u>1,000,000.00</u>
		1,000,000.00
76714903	ESCROW ADMINISTRATION	<u> </u>
500	SALARY	<u>7,500.00</u>
		7,500.00
77112104	PROSECUTOR LAW ENF TRUST FUND	<u> </u>
470	MISCELLANEOUS REVENUE	<u>35,000.00</u>
		35,000.00
500	SALARY	30,085.79
510	BENEFITS	<u>4,919.02</u>
		35,004.81
77531339	ARSON REGISTRY FUND	<u> </u>
420	FEES AND CHARGES FOR SERVICES	100.00

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		<u>100.00</u>
		100.00
590	CONTINGENCY/OTHER	<u>100.00</u>
		100.00
77531341	SEXUAL OFFENDER REGISTRY	<u> </u>
		800.00
420	FEES AND CHARGES FOR SERVICES	<u>800.00</u>
		800.00
590	CONTINGENCY/OTHER	<u>800.00</u>
		800.00
77740490	ENGINEERS DEVELOPMENT ESCROW	<u> </u>
		1,000,000.00
420	FEES AND CHARGES FOR SERVICES	<u>1,000,000.00</u>
		1,000,000.00
530	SERVICES AND CHARGES	<u>1,000,000.00</u>
		1,000,000.00

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

27
RESOLUTION NO. 21-1265

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

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

WHEREAS, the County Administrator and the Deputy County Administrator recommend up to a four percent (4.0%) compensation adjustment for certain county employees, in the proposed 2022 Budget; and

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

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

Section 1. The Board hereby approves a four percent (4.0%) compensation adjustment, effective the pay period commencing December 25, 2021, for certain employees under the direction of the Board, subject to the following conditions:

- a. Except as otherwise provided herein or by separate resolution of the Board, the pay increases approved herein shall be awarded to all employees under the direction of the Board and compensated under the County's Compensation Management System, excluding newly hired probationary employees with Delaware County.
- b. Unless otherwise authorized, newly hired Delaware County employees shall receive the four percent (4.0%) increase upon their 2022 one year anniversary date and upon successful completion of their probationary period or review period.
- c. The pay increase approved herein shall be awarded to all eligible employees compensated under the County's Compensation Management System regardless of whether the pay increase exceeds the Board's established wage bands as applied to the individual employee. In the event an employee's salary exceeds the Board's established wage bands as a result of the pay increase approved herein,

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each pay increase shall be considered an individual exception to the established wage bands, which shall in all other respects remain in full force and effect.

- d. This Resolution does not apply to those employees of the Board that are subject to a collective bargaining agreement that negotiated a specific wage adjustment for 2022.

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

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

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

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

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

28-a

RESOLUTION NO. 21-1266

IN THE MATTER OF FIXING THE COMPENSATION FOR THE COUNTY ADMINISTRATOR FOR 2022:

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

WHEREAS, pursuant to section 305.29 of the Revised Code, the Board of Commissioners (the "Board") shall fix the compensation of the county administrator;

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

Section 1. The Board hereby fixes the compensation of the county administrator for 2022 at \$202,800.00 payable in twenty-six equal biweekly payments, plus all fringe benefits already awarded pursuant to prior resolutions and Board policies.

Section 2. The Deputy County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

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

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

28-b

RESOLUTION NO. 21-1267

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

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

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

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

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

Section 1. The Board hereby authorizes continuing the employment of legal counsel for 2022, to represent the Board in its official capacity and to advise it on legal matters.

Section 2. The Board hereby fixes the compensation of the staff attorney for 2022 at \$130,000.00, payable in twenty-six equal biweekly payments, plus all fringe benefits already awarded pursuant to prior resolutions and

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Board policies.

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

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

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

25

RESOLUTION NO. 21-1268

10:00AM PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE

It was moved by Mrs. Lewis, seconded by Mr. Benton to open the hearing at 10:08 AM.

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

RESOLUTION NO. 21-1269

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

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

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

RESOLUTION NO. 21-1270

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:11 AM.

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

RESOLUTION NO. 21-1271

RESOLUTION APPROVING THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed four (4) applications (the "Applications") on November 15, 2021, with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Board determined that the Applications are sufficient, in form and substance, by adoption of Resolution No. 21-1152 on November 29, 2021; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on December 20, 2021, and pursuant to Section 349.03(A) of the Revised Code, the Board held a

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public hearing on the Applications after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

Section 2. The Applications are hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

Section 4. 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 5. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

Scioto Meadows North

April 04, 2018

DESCRIPTION OF A 8.130 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Farm Lots 15 and 16, Section 2, Township 3, Range 19, United States Military Lands, being all of that 7.893 acre tract conveyed to Clarence Larry Dulin in D.V. 459, Page 631, said 8.130 acres (by Survey) being more particularly described as;

Commencing, for reference, at a survey nail found at the intersection of the centerlines of Home Road (C.R. 124) and Scioto Chase Boulevard; thence, South 87°02'14" East, with the centerline of said Home Road, a distance of 199.90 feet to a survey nail set in said centerline, the same being: in the southerly line of Farm Lot 15, in the northerly line of Farm Lot 14, being the southwesterly corner of said 7.893 acres and being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, North 02°57'17" East, with the westerly line of said 7.893 acres and with the easterly line of Scioto Reserve, Section 4, Phase 1, of record in P.C. 2, Slide 377, with the easterly terminus of County View Place (50' right-of-way) and an easterly line of a portion of Scioto Reserve Golf Course, of record in P.C. 3, Slide 373; passing a concrete right-of-way monument at a distance of 39.51 feet (being 2.08 feet west of property line), a total distance of 835.88 feet to a rebar set at the northwesterly corner of said 7.893 acres, the same being in the northerly line of said Farm Lot 16 and the southerly line of Farm Lot 30;

Thence, South 87°44'29" East, with the northerly line of said of said 7.893 acres, with the southerly line of said Scioto Reserve Golf Course, a distance of 425.41 feet to a 1-inch iron pipe found at the northeasterly corner of said 7.893 acres, the same being the northwesterly corner of that 4.08 acre tract conveyed to Gregory L. and Deborah A. Rhinelhart in O.R.V. 108, Page 757;

Thence, South 03°21'37" West, with the easterly line of said of said 7.893 acres, with a westerly line of said 4.08 acres, with the westerly line of that 1.22 acre tract conveyed to Fred J. Jaconette Jr. in O.R.V. 521, Page 1916 and with the westerly line of that 1.0 acre tract conveyed to Glenn E. Miller in O.R.V. 548, Pg. 716, passing a concrete right-of-way monument found at a distance of 802.53 feet (being 0.38 feet west of property line), a total distance of 841.13 feet to a survey nail set at a southeasterly corner of said 7.893 acres;

Thence, North 87°02'14" West, with the centerline of said Home Road, a distance of 419.42 feet to the TRUE PLACE OF BEGINNING.

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Page Two (8.130 acres)

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in April of 2018.

All rebar's set are 5/8 inch, 30 inches long (w/ "B.L. SURVEYING, P.S. #7980" cap).

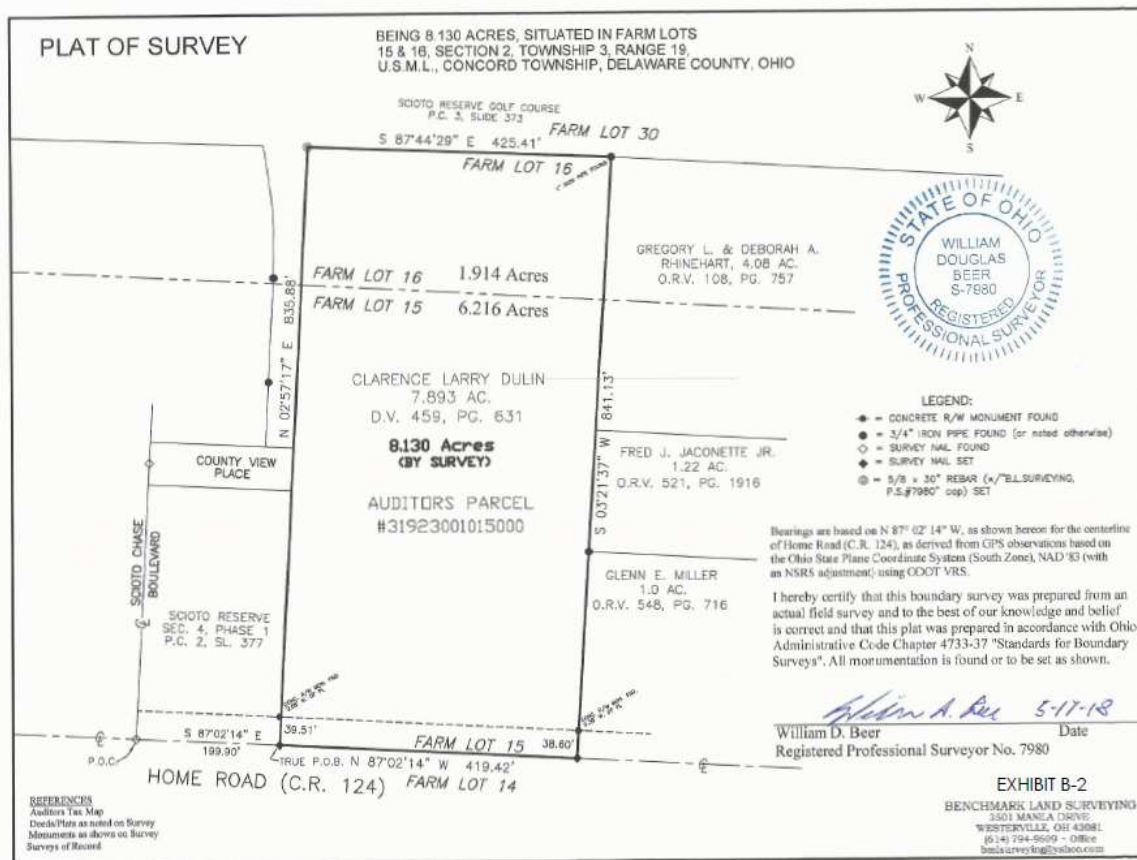
A SURVEY of this description is attached hereto and made part thereof.

Subject to all easements, restrictions, and rights-of-way of record. Containing 6.216 acres in Farm Lot 15 and 1.914 acres in Farm Lot 16 for a total of 8.130 acres, being all of Auditors Parcel # 31923002005000.

Bearings are based on North 87°02'14" West, as listed hereon for the centerline of Home Road (C.R. 124), as derived from GPS observations, utilizing ODOT VRS and being based on Ohio State Plane Coordinate System (North Zone), NAD '83 (with an NSRS adjustment).

All references are to records of the Recorder's Office, Delaware County, Ohio.

William D. Beer 5-7-18
 William D. Beer Date
 Registered Professional Surveyor No. 7980



Scioto Meadows South

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DESCRIPTION OF A 10.095 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Farm Lots 13 and 14, Section 2, Township 3, Range 19, United States Military Lands, being all of that 10.157 acre tract conveyed to Dulin Farms, LTD. in O.R.V. 1458, Page 2300, said 10.095 acres (by Survey) being more particularly described as;

Commencing, for reference, at a survey nail found at the intersection of the centerlines of Home Road (C.R. 124) and Scioto Chase Boulevard; thence, North 87°02'14" West, with the centerline of said Home Road, a distance of 978.70 feet to a survey nail set in said centerline, the same being: in the southerly line of Farm Lot 15, in the northerly line of Farm Lot 14, being the northeasterly corner of said 10.157 acres and being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, South 03°32'46" West, with the easterly line of said 10.157 acres and with the westerly lines of the following Homestead at Scioto Reserve Condominium properties: 13th Amendment, of record in P.C. 3, Slide 475, 11th Amendment, P.C. 3, Slide 448, said 13th Amendment, said 11th Amendment, said 13th Amendment and the 9th Amendment, of record in P.C. 3, Slide 395; passing a ¾-inch iron pipe found at a distance of 49.95 feet, a total distance of 794.84 feet to a ¾-inch iron pipe found at the southeasterly corner of said 10.157 acres, the same being the southwest corner of said 9th Amendment and being in the northerly line of the that Homestead at Scioto Reserve Condominium property, 4th Amendment, of record in P.C. 2, Slide 779;

Thence, North 87°06'36" West, with the southerly line of said of said 10.157 acres, with the northerly line of said 4th Amendment and with the northerly line of that Homestead at Scioto Reserve Condominium property, 9th Amendment, of record in P.C. 3, Slide 395, a distance of 662.09 feet to a ¾-inch iron pipe found at the southwest corner of said 10.157 acres, the same being the southeasterly corner of that 1.955 acre tract conveyed to Clarence Larry Dulin in O.R.V. 1457, Page 2187;

Thence, North 03°31'24" East, with a westerly line of said of said 10.157 acres and with an easterly line of said 1.955 acres, a distance of 320.00 feet to a rebar set at a northerly corner of said 10.157 acres, the same being the southwest corner of that 1.943 acre tract conveyed to Ronnie Allen Dulin in O.R.V. 1457, Page 2178;

Thence, South 86°55'36" East, with the southerly line of said of said 1.943 acres, a distance of 104.20 feet to a rebar set;

Thence, North 32°39'24" East, with a southeasterly line of said of said 1.943 acres, a distance of 196.25 feet to a rebar set;

EXHIBIT B-1

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Page Two (10.095 ac.)

Thence, North 03°31'24" East, with a westerly line of said 10.157 acres and with an easterly line of said of said 1.943 acres, passing a rebar set at a distance of 247.39 feet, a total distance of 305.39 feet to a survey nail set at the northwesterly corner of said 10.157 acres, the same being the northeasterly corner of said 1.943 acres and being in said centerline of Home Road;

Thence, South 87°02'14" East, with the centerline of said Home Road, a distance of 462.65 feet to the TRUE PLACE OF BEGINNING.

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in April of 2018.

All rebar's set are 5/8 inch, 30 inches long (w/ "B.L. SURVEYING, P.S. #7980" cap).

A SURVEY of this description is attached hereto and made part thereof.

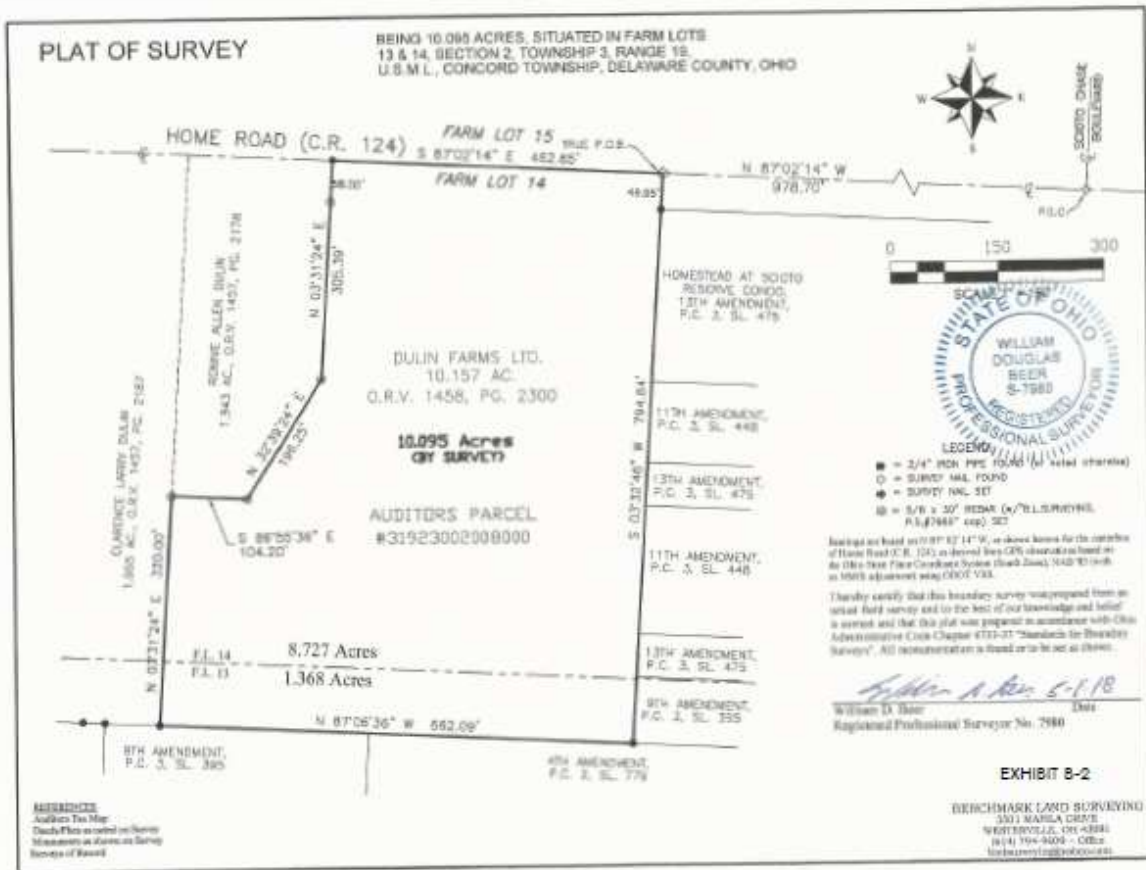
Subject to all easements, restrictions, and rights-of-way of record. Containing 8.727 acres in Farm Lot 14 and 1.368 acres in Farm Lot 13 for a total of 10.095 acres, being all of Auditors Parcel # 31923002008000.

Bearings are based on North 87°02'14" West, as listed hereon for the centerline of Home Road (C.R. 124), as derived from GPS observations, utilizing ODOT VRS and being based on Ohio State Plane Coordinate System (North Zone), NAD '83 (with an NSRS adjustment).

All references are to records of the Recorder's Office, Delaware County, Ohio.



William D. Beer 5-17-18
 William D. Beer Date
 Registered Professional Surveyor No. 7980



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LEGAL DESCRIPTION
87.471 ACRES

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lots 30 and 35, Quarter Township 3, Township 4, Range 19 in the United States Military District, and also being part of the remainder of part of a 40.0 acre tract and part of a 10.0 acre tract as both are conveyed to Pauline L. Fisher and Donald E. Fisher in Official Record 13, Page 844 and Official Record 13, Page 848 and part of a 48.89 acre tract as conveyed to Clarkshaw Reserve I LLC in Official Record 1553, Page 1306 as being further described as follows;

Commencing an iron pin set at the northeast corner of Farm Lot 38, the southeast corner of Farm Lot 35, the southwest corner of Farm Lot 36, the northwest corner Farm Lot 37, being in the south line of a 9.958 acre tract (16WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1240, Page 1961, the north line of a 1.053 acre tract (15WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1082, Page 1248;

Thence with the south line of said Farm Lot 35, the north line of said Farm Lot 38, the south line of said 9.958 acre and the north line of said 1.053 acre tract, **N 86° 14' 52" W, 12.84 feet** to the northeast corner of the remainder of said 58.75 acre tract, an angle point in the south line of the remainder of a 30.000 acre tract as conveyed to Donald Scott Bauder and Kathy J. Bauder in Official Record 598, page 297, being in the westerly right of way line of Sawmill Parkway (R/W Varies);

8-30-18
Notary Public
Delaware County, Ohio

Thence with the north line of the remainder of said 58.75 acre tract, the south line of the remainder of said 30.000 acre tract, the south line of a 26.870 acre tract as conveyed to Carolyn R. Edwards in Official Record 531, page 551, **N 86° 24' 09" W, 1646.66 feet** to an iron pin set at the southeast corner of said 48.89 acre tract, the southwest corner of the remainder of said 40.0 acre tract, the northwest corner of the remainder of said 58.75 acre tract, the northeast corner of a 5.032 acre tract as conveyed to Patrick A. Sells and Christal L. Caudill in Official Record 1134, Page 2572 and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the south line of said 48.89 acre tract, the north line of said 5.032 acre tract, the north line of a 7.779 acre tract as conveyed to Russell P. and Meinda M. Woda in Official Record 13, Page 2684, **N 86° 34' 25" W, 831.90 feet** to an iron pin set at the southwest corner of said 48.89 acre tract, the southeast corner of a 69.44 acre tract as conveyed to Woodcrest Reserve II LLC in Official Record 1543, Page 2370 and being in the north line of said 7.779 acre tract;

Thence with the west line of said 48.89 acre tract the east line of said 69.44 acre tract, **N 03° 34' 59" E, 2350.27 feet** to a 5/8" rebar capped "STULZ" at the southwest corner of a 2.0 acre tract as conveyed to Kristi E. Pierce in Official Record 1458, Page 975 and being an angle point in the west line of said 48.89 acre tract;

Thence with the west line of said 48.89 acre tract and the south line of said 2.0 acre tract, **S 86° 18' 23" E, 150.23 feet** to a 5/8" rebar capped "STULZ" at the southeast corner of said 2.0 acre tract and being an angle point in the west line of said 48.89 acre tract;

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Thence with the west line of said 48.89 acre tract and the east line of said 2.0 acre tract, **N 03° 30' 42" E**, passing a 5/8" rebar capped "STULZ" at 290.25 feet, **a total distance of 320.27 feet** to a magnail set the northeast corner of said 2.0 acre tract, the northwest corner of said 48.89 acre tract, being in the centerline of Clarkshaw Road (R/W Varies), also being in the north line of Farm Lot 30 and the south line of Farm Lot 27;

Thence with the north line of said 48.89 acre tract, the north line of the remainder of said 40.0 acre tract, the centerline of Clarkshaw Road, the north line of said Farm Lot 30 and the south line of said Farm Lot 27, **S 86° 35' 01" E, 989.87 feet** to a magnail set at an angle point in the north line of the remainder of said 40.0 acre tract and being the northwest corner of a 1.103 acre tract as conveyed to Mayilyn A. McAdams as recorded in Official Record 1187, Page 576;

Thence with the west line of said 1.103 acre tract and the north line of said 48.89 acre tract, **S 03° 25' 02" W**, passing a 5/8" rebar capped "GUIDER" at 19.97 feet, **a total distance of 435.61 feet** to a 5/8" rebar capped "GUIDER" at the southwest corner of said 1.103 acre tract and being an angle point in the north line of said 48.89 acre tract;

Thence with the north line of the remainder of said 40.0 acre tract and the south line of said 1.103 acre tract, **S 86° 34' 58" E, 200.00 feet** to a 5/8" rebar capped "GUIDER" at the southeast corner of said 1.103 acre tract and being an angle point in the north line of the remainder of said 40.0 acre tract;

Thence with the east line of said 1.103 acre tract and the north line of the remainder of said 40.0 acre tract, **N 03° 25' 02" E**, passing a 5/8" rebar capped "GUIDER" at 415.71 feet, **a total distance of 435.60 feet** to a magnail set at the northeast corner of said 1.103 acre tract and being an angle point in the north line of the remainder of said 40.0 acre tract, and also being in the centerline of Clarkshaw Road and the north line of said Farm Lot 30 and the south line of Farm Lot 27;

Thence with the north line of the remainder of said 40.0 acre tract, the north line of said 10.0 acre tract, the centerline of Clarkshaw Road, the north line of said Farm Lot 30 and the south line of said Farm Lot 27, **S 86° 35' 01" E, 322.82 feet** to a magnail set at the northeast corner of said 10.0 acre tract, the northwest corner of said 26.870 acre tract;

Thence with the east line of said 10.0 acre tract and the west line of said 26.870 acre tract, **S 03° 38' 20" W, 1982.99 feet** to a 3/4" pipe capped "ADVANCED 7661" previously set;

Thence crossing said 10.0 acre tract and said 40.0 acre tract, **N 86° 26' 57" W, 220.04 feet** to a 3/4" pipe capped "ADVANCED" previously set;

Thence the following six (6) courses across the remainder of said 40.0 acre tract:

1. **S 03° 33' 03" W, 52.11 feet** to 3/4" pipe "ADVANCED 7661" previously set;
2. **N 86° 26' 57" W, 415.00 feet** to 3/4" pipe "ADVANCED 7661" previously set;
3. **S 03° 33' 03" W, 116.80 feet** to 3/4" pipe "ADVANCED 7661" previously set;
4. **N 86° 26' 57" W, 150.00 feet** to 3/4" pipe "ADVANCED 7661" previously set;

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- 5. **S 01° 42' 57" W, 468.44 feet** to 3/4" pipe "ADVANCED 7661" previously set;
- 6. **S 52° 16' 33" W, 78.54 feet** to the **TRUE POINT OF BEGINNING**, containing **87.471 acres**, more or less.

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and an actual field survey by Advanced Civil Design in November of 2016. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation that determines a portion of the centerline of Hyatts Road to be S 86° 32' 40" E.

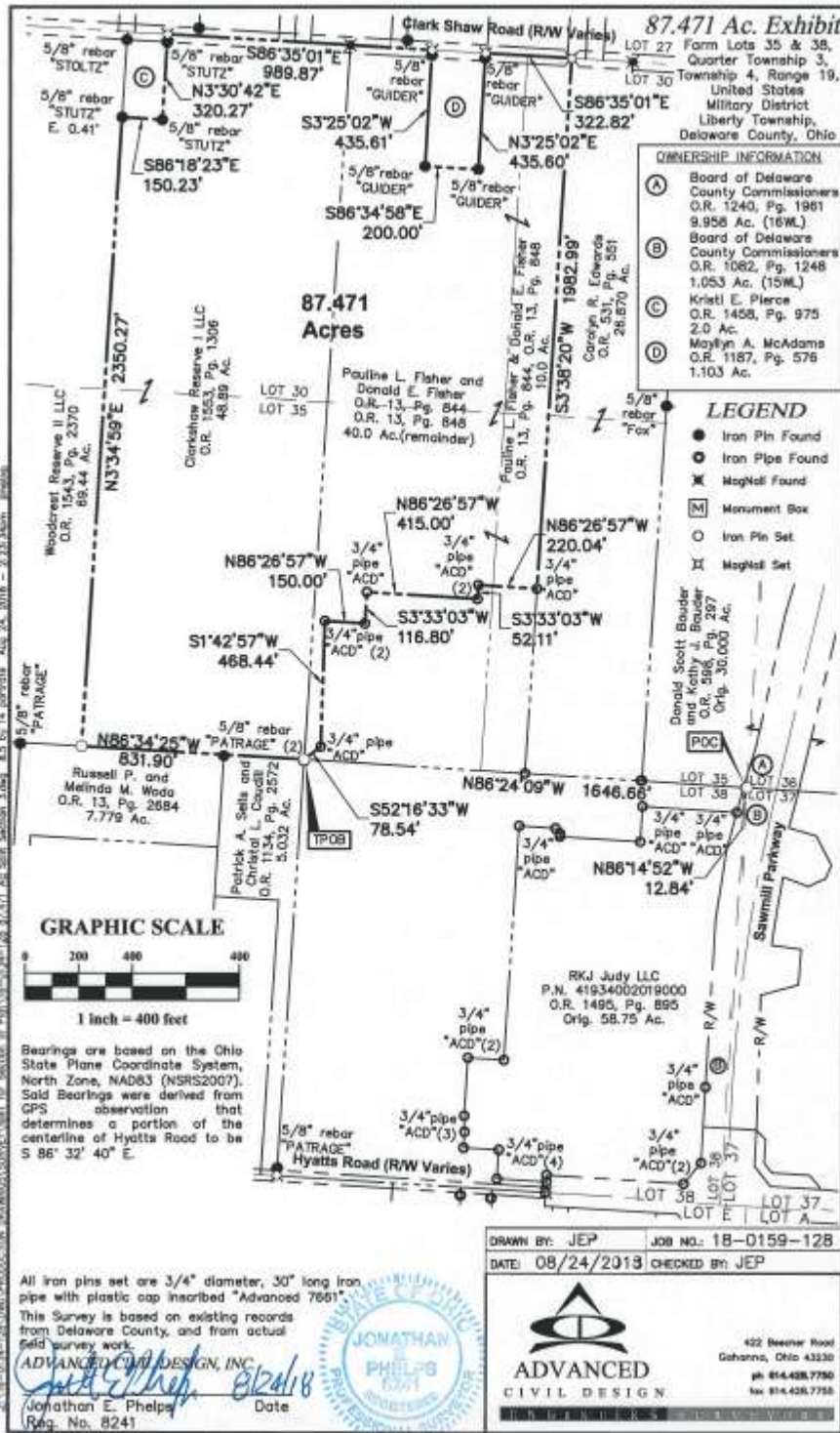
All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.



ADVANCED CIVIL DESIGN, INC.

Jonathar E. Phelps 8/30/18
Jonathar E. Phelps
Registration Number 8241

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Woodcrest Crossing

Zoning Description
178.056 Acres
North of Hyatts Road
West of Sawmill Parkway

-1-

Situated in the State of Ohio, County of Delaware, Township of Concord, Farm Lots 30, 31, 34, 35 & 39, Section 3, Township 4, Range 19, United States Military District and part of a 120.587 acre tract of land conveyed to Homewood Corporation of record in Official Record 722, Page 1457, being all of a 38.42 acre tract of land (Tract I) and part of an Original 11.58 acre tract of land (Tract II) conveyed to Roy K. Jackson and Judith M. Jackson, Trustees of record in Official Record 13, Page 1084, being all of a 68.97 acre tract of land (Tract III) conveyed to Mary Jo Lane of record in Official Record 1036, Page 1557 and being all of a 51.75 acre tract of land conveyed to Roy K. Jackson and Judith M. Jackson, Trustees of record in Official Record 13, Page 1086 and being more particularly described as follows:

Beginning, at the southwesterly corner of said 51.75 acre tract, the same being in the southerly line of Farm Lot 39, the same being at the northwesterly corner of Farm Lot 21, the same being the northeasterly corner of Farm Lot 20, the same being in the easterly line of Concord Township, the same being in the westerly line of Liberty Township and being in the centerline of Hyatts Road;

Thence N 03° 12' 00" E, along the westerly line of said 51.75 acre tract of land and across said 120.587 acre tract of land, the same being the common line of said Concord and Liberty Township, **4221.04 feet** to a northerly line of said 120.587 acre tract of land and also being in the centerline of Clark Shaw Road;

Thence S 86° 29' 27" E, along the northerly line of said 120.587 acre tract of land, along the northerly line of said Tract I, the same being the centerline of said Clark Shaw Road, **794.18 feet** to the northeasterly corner of said Tract I;

Thence S 03° 23' 08" W, along the easterly line of said Tract I, **429.41 feet** to the current northwesterly corner of said Tract II;

Thence S 85° 43' 24" E, along the current northerly line of said Tract II, **202.19 feet** to the northeasterly corner thereof, the same being in the westerly line of said 68.97 acre tract of land;

Thence N 03° 49' 45" E, along the westerly line of said 68.97 acre tract of land, **433.80 feet** to a northwesterly corner thereof and being in the centerline of said Clark Shaw Road;

Thence S 86° 44' 44" E, along a northerly line of said 68.97 acre tract of land and the same being the centerline of said Clark Shaw Road, **421.45 feet** to a current northeasterly corner of said 68.97 acre tract of land;

Thence S 03° 33' 14" W, along an easterly line of said 68.97 acre tract of land, **1042.43 feet** to a corner thereof;

Thence S 86° 25' 33" E, along a southerly line of said 68.97 acre tract of land, **206.28 feet** to a corner thereof;

Thence N 03° 39' 22" E, along a westerly line of said 68.97 acre tract of land, **1043.26 feet** to a northwesterly corner thereof and being in the centerline of said Clark Shaw Road;

Thence S 86° 23' 47" E, along a northerly line of said 68.97 acre tract of land and the same being the centerline of said Clark Shaw Road, **598.75 feet** to the current northeasterly corner of said 68.97 acre tract of land;

Thence S 03° 40' 56" W, along the easterly line of said 68.97 acre tract of land, **2671.93 feet** to the southeasterly corner of said 68.97 acre tract of land;

EXHIBIT B-1

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Zoning Description
178.056 Acres
North of Hyatts Road
West of Sawmill Parkway
-2-

Thence N 86° 32' 32" W, along the southerly line of said 68.97 acre tract of land, 822.25 feet to the northeasterly corner of said 51.75 acre tract of land;

Thence S 03° 32' 51" W, along the easterly line of said 51.75 acre tract of land, 1550.86 feet to the southeasterly corner thereof and being in the centerline of said Hyatts Road;

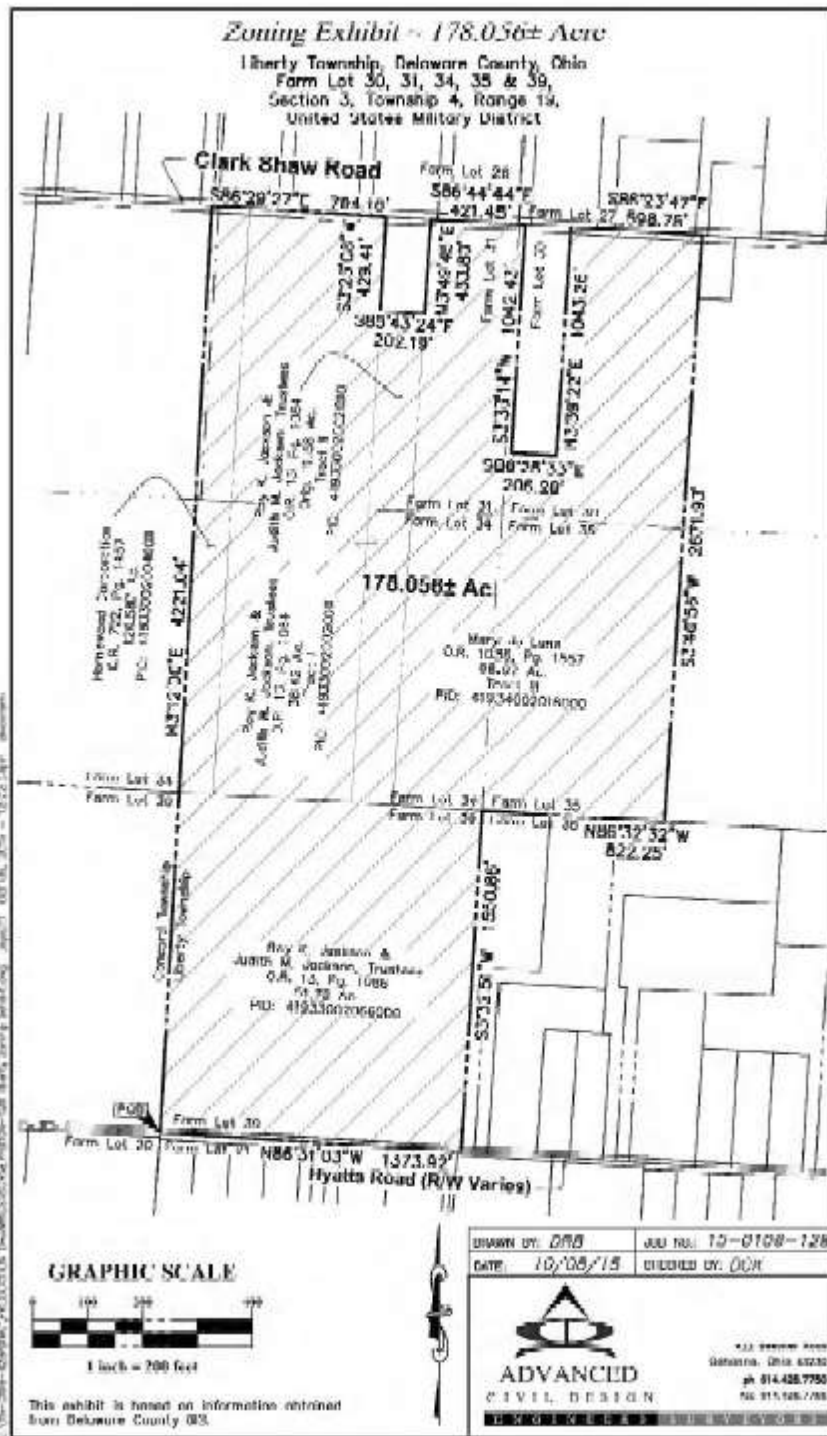
Thence N 86° 31' 03" W, along the southerly line of said 51.75 acre tract of land and being the centerline of said Hyatts Road, 1373.92 feet to the **True Point of Beginning**.

Containing 178.056 acres, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on October 8, 2015 and is based on existing Delaware County Auditor's and Recorder's records.

This description is not to be used for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

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

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Delaware County Commissioners

Jeff Benton
 Barb Lewis
 Gary Merrell

SIGN-IN SHEET FOR DECEMBER 20, 2021

**10:00 A.M. Public Hearing On The Applications To Add Certain
 Parcels Of Real Property To The Concord/Scioto
 Community Authority District**

<u>NAME</u>	<u>ADDRESS</u>
1 Sarah Dravo	91 N Sandusky
2 Karen First	91 N Sandusky
3 CHRIS R. MERRELL	P.O. Box 16308, Columbus, Ohio
4 Seiji Kittle	145 N Union St, Delaware
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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
 -No reports.

Dawn Huston, Deputy Administrator
 -No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
 -Attended the remembrance ceremony for Judith Dempsey Hook.

Commissioner Benton
 - Attended the remembrance ceremony for Judith Dempsey Hook.

Commissioner Merrell
 - Attended the remembrance ceremony for Judith Dempsey Hook.

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RESOLUTION NO. 21-1272

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 sale of property at competitive bidding; for collective bargaining and confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 21-1273

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 11:30 AM/RECONVENE 1:30 PM

1:30P.M. VIEWING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR HARSH #480

With the use of video technology, the board of the Delaware County Board of Commissioners, viewed the area of the Harsh #480.

On September 8, 2021, Thomas & Christine Finks, filed a petition with the Clerk of the Delaware County Board of Commissioners (the "Board") requesting construction of a drainage improvement known as the Harsh #480 Drainage Improvement, generally described and located as follows: Improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. In Delaware County, Scioto

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Township, within the Harsh #480 watershed and generally following, but not limited to, the course and termini of existing improvements.

First hearing on the proposed improvement on **Monday, March 14, 2022, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio.



Delaware County Commissioners

Jeff Benton
 Barb Lewis
 Gary Merrell

SIGN-IN SHEET FOR DECEMBER 20, 2021

**1:30 P.M. Viewing For Consideration Of The Harsh #480
 Watershed Drainage Improvement**

<u>NAME</u>	<u>ADDRESS</u>
1 Dan Rathen	6940 Houseman Rd Ostrach 43061
2 BRET BACON	SWCD
3 REBECCA LONGSMITH	SWCD
4 JULIE WATSON-AGLES	SWCD
5 Thomas Finks	188 Brindle Rd Ostrander 43061
6 Dawn Huston	Delaware County
7 Scott Kirkman	6305 st rt 3762
8 Bergefurd	DCEO
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RESOLUTION NO. 21-1274

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY DECEMBER 23, 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Commissioners' session scheduled for Thursday December 23, 2021.

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners