

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2023

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

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 23-01

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 29, 2022:

It was moved by Mr. Merrell, 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 29, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
-None.

3
RESOLUTION NO. 23-02

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0111:

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

4
RESOLUTION NO. 23-03

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY FEBRUARY 2, 2023; THURSDAY FEBRUARY 16, 2023; AND THURSDAY FEBRUARY 23, 2023:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Commissioners' sessions scheduled for Thursday February 2, 2023; Thursday February 16, 2023; and Thursday February 23, 2023.

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

5
RESOLUTION NO. 23-04

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF A TOTAL OF 8.310 ACRES (3.971 ACRES OF LAND IN BROWN TOWNSHIP AND 4.339 ACRES OF LAND IN DELAWARE TOWNSHIP) TO THE CITY OF DELAWARE:

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

WHEREAS, on December 7, 2022, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney-at- Law, agent for the petitioners, requesting annexation of a total of 8.310 Acres (3.971 acres of land in Brown Township and 4.339 acres of land in Delaware Township) to the City of Delaware; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of a total of 8.310 Acres (3.971 acres of land in Brown Township and 4.339 acres of land in Delaware Township) to the City of Delaware.

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

6

RESOLUTION NO. 23-05

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM TARANTOS PIZZA INC. TO BENTOS LUNCH LLC (BOTH LOCATED AT 1282 E. POWELL ROAD, 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 Mr. Merrell, 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 request for a transfer of a D1, D2, and D6 liquor license from the transfer of a liquor license request from Tarantos Pizza to 23 Bentos Lunch LLC. (both located at 1282 E. Powell Road, Lewis Center, Ohio 43035); and

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

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

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

7

RESOLUTION NO. 23-06

IN THE MATTER OF ACCEPTING FOR CONSIDERATION AN AMENDMENT TO THE PETITION FOR THE VIENOT #23 DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, pursuant to Chapter 6131 of the Revised Code, Ma'a Negra, LLC, and others filed a petition with the Clerk of the Board of Commissioners on September 19, 2022, requesting certain improvements to the Vienot #23 Watershed Drainage Improvement (the "Petition"); and

WHEREAS, Tim A. Miller is a benefitting owner but did not sign the Petition; and

WHEREAS, on December 28, 2022, before the amendment deadline passed, Tim A. Miller filed an amendment to the Petition to include 3403 Owen-Fraley Road Delaware, Ohio 43015, pursuant to section 6131.05 of the Revised Code;

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

Section 1. The amendment to the Petition, filed by Tim A. Miller, was timely filed and meets all the substantive requirements of section 6131.05 of the Revised Code and is, therefore, accepted for consideration.

Section 2. The Delaware County Engineer is hereby directed to include consideration of the amendment to the Petition in the preliminary report on the proposed improvement.

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

8

RESOLUTION NO. 23-07

AFFIRMING THE CELEBRATION OF DR. MARTIN LUTHER KING, JR. DAY IN DELAWARE COUNTY:

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

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WHEREAS, on Jan. 16, 2023, we take time in Delaware County to observe the national holiday commemorating the life and legacy of Dr. Martin Luther King, Jr.; and

WHEREAS, we, the Board of Delaware County Commissioners, affirm this as a day when we come together as a nation and celebrate the principles of equality and justice that make us uniquely American; and

WHEREAS, we honor the sacrifices that Dr. King made in his lifetime and that so many Americans continue to make today in their work to ensure that all Americans, regardless of their differences, have access to the same rights and opportunities; and

WHEREAS, we renew our commitment to honoring Dr. King’s famous dream that his children would “one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.”

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners, Delaware County, Ohio, do hereby affirm and encourage all citizens to join us in the observation of Dr. Martin Luther King, Jr. Day in Delaware County.

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

**9
RESOLUTION NO. 23-08**

**IN THE MATTER OF DESIGNATING AUTHORIZED OFFICIALS FOR THE PURPOSE OF
MEDICARE REVALIDATION FOR DELAWARE COUNTY EMERGENCY MEDICAL
SERVICES:**

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

WHEREAS, Delaware County EMS is an enrolled provider of ambulance services under Medicare, and bills Medicare for transports; and

WHEREAS, the Center for Medicare & Medicaid Services requires revalidation, in accordance with Section 6401(a) of the Affordable Care Act and 42 CFR 424.515; and

WHEREAS, the Medicare Enrollment Application and other documents necessary for revalidation are due February 28, 2023, and require approval by an authorized official;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby designates Tracie Davies, County Administrator, and Jeff Fishel, Director of Delaware County Emergency Medical Services as authorized officials to complete, sign, and submit all documents necessary for Medicare revalidation on behalf of the County of Delaware, Ohio.

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

**11
TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**12
RESOLUTION NO. 23-09**

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

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

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

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

Permit #	Applicant	Location	Type of Work
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UT2022-0215	FRONTIER	OLENTANGY RIVER RD	FIBER OPTIC CABLE	CA
UT2022-0216	CHILLICOTHE TELE CO	AFRICA RD	FIBER OPTIC	
UT2022-0217-0231	FRONTIER	VARIOUS	FIBER OPTIC CABLE	CA
UT2022-0232	DELCO WATER	REED PARKWAY	WATERLINE	
UT2022-0233	DELCO WATER	LACKEY OLD STATE	WATERLINE	CA
UT2022-0234	FRONTIER	CHESHIRE RD	FIBER OPTIC CABLE	CA
UT2022-0235	FRONTIER	S SECTION LINE	FIBER OPTIC CABLE	
UT2023-0001	SPECTRUM	MONKEY HOLLOW	CABLE	
UT2023-0002	SPECTRUM	BIG WALNUT	CABLE	
UT2023-0003	TEAM FISHEL	LEWIS CENTER	FIBER OPTIC	

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

13

RESOLUTION NO. 23-10

IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION AND AN LPA PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO COUNTY ROAD 605 BETWEEN STATE ROUTE 37 AND MURPHY ROAD:

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

PRELIMINARY LEGISLATION
RC 5521.01

PID Number 117408
DEL-CR-605-0.00
ODOT Agreement Number 38009

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

Project Description

WHEREAS, the LPA has identified the need for an HSIP Systemic safety funded project to add a paved shoulder, replace Type A anchor assemblies, and add curve warning signs along 1.27 miles of Delaware County Road 605 between State Route 37 and Murphy Road (the "Project");

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

Section 1. The LPA shall cooperate with the Director of Transportation in the described Project.

Section 2. The LPA hereby approves the LPA Federal Local-Let Project Agreement with the Director of Transportation and authorizes the Delaware County Engineer to execute and administer the same on behalf of the LPA.

DEL-CR605-0.00
COUNTY-ROUTE-SECTION

117408
PID NUMBER

38009
AGREEMENT NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **DELAWARE COUNTY ENGINEER** acting by and through the **DELAWARE COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the LPA, **50 CHANNING STREET, DELAWARE, OH 43015.**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public

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agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The (PID 117408-DEL-CR605-0.00) (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$1,468,666.67** as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of **\$1,321,800 (\$1,321,800 in Construction funds for FY 2023)** in Safety HSIP Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or

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updates: [ODOT's Office of Local Programs](#)

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws,

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regulations, policies, and guidelines.

- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

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- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the “prime” contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA’s bid documents or on any successful contractor in the LPA’s award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT’s Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State

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share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA’s construction contractor (“Contractor”), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor’s invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic’s liens against the LPA’s Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic’s lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic’s lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Chris Bauserman, P.E., P.S.
Delaware County Engineer
50 Channing Street
Delaware, Ohio 43015

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT’s written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA’s rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA’s rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

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9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;

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- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail
Stop 3270 Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail
Stop 1500 Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the

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contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 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 Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.
14. NOTICE
- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

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Robert Riley, P.E., P.S.	Eric Petee
Delaware County Engineer	Ohio Department of Transportation
50 Channing Street	400 E. William St.,
Delaware, Ohio 43015	Delaware, OH 43015
rriley@co.delaware.oh.us	Eric.Petee@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA’s allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA’s internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

1. No cost recovery of LPA’s project direct labor, fringe benefits, or overhead costs.

- (A) The LPA *does not* currently maintain an ODOT approved federally compliant time-tracking system¹, *and*
- (B) The LPA *does not* intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, *and/or*
- (C) The LPA *does not* intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

4. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA’s ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

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- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying

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

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RESOLUTION NO. 23-11

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENTS FOR ROADWAY IMPROVEMENTS SHEETZ DEVELOPMENT ORANGE ROAD AND CHESHIRE WOODS SECTION 4A:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Roadway Improvements Sheetz Development Orange Road and Cheshire Woods Section 4A;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Roadway Improvements Sheetz Development Orange Road and Cheshire Woods Section 4A:

Roadway Improvements Sheetz Development Orange Road:

OWNER’S

AGREEMENT

PROJECT NUMBER:

22131

THIS AGREEMENT made and entered into this 12th day of January, 2023 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and Sheetz, Inc. hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled Roadway Improvements Sheetz Development Orange Road which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of \$199,800.00 payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit inspection fees in the amount of \$16,000.00 estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than November 1, 2023** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) **The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.**
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"**

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and "**Traffic Control for Construction and Maintenance**".

- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the Engineer.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Cheshire Woods Section 4A:

**OWNER'S
AGREEMENT**

PROJECT NUMBER: 22060

THIS AGREEMENT, executed on this 12th day of January, 2023 by and between **HOMEWOOD CORP**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Cheshire Woods Sec 4 Ph A further identified as Project Number 22060 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Thirty Seven Thousand Dollars and No Cents (\$37,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original

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amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$625,800.00
CONSTRUCTION BOND AMOUNT	\$625,800.00
MAINTENANCE BOND AMOUNT	\$62,600.00
INSPECTION FEE DEPOSIT	\$37,000.00

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

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RESOLUTION NO. 23-12

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING THE CONSTRUCTION BOND FOR LIBERTY GRAND DISTRICT SECTION 9:

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

WHEREAS, the roadway construction has been completed for the project known as Liberty Grand District Section 9 (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 \$125,000.00 (10% of the original construction estimate) and that the Project be placed on the required one year maintenance period; and

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WHEREAS, M/I Homes of Central Ohio, LLC (the “Principal”) has provided a maintenance bond in the amount of \$125,000.00 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to release the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing the maintenance bond for the Project and releasing the construction bond for the Project to the Principal as outlined herein.

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

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RESOLUTION NO. 23-13

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

WHEREAS, section 5577.07 of the Ohio Revised Code provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

WHEREAS, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby reduces the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	107	BALE KENYON	POWELL	EAST ORANGE
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	174	HODGES		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	156	JACKTOWN		
TOWNSHIP	73	JOE WALKER	SR 37	DEAD END
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	62	KENNEY		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		

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TOWNSHIP	59	MOODY	OLIVE GREEN	JUSTAMERE
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	COUNTY LINE
TOWNSHIP	69	ROSECRANS		
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	OLIVE GREEN	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

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RESOLUTION NO. 23-14

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

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

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

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children/foster children; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, gift cards, stuffed animals, sports gear, arts and crafts, etc.; and

WHEREAS, these donations along with the donations of other area businesses, agencies, and area residents provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Delaware Bible Church:	\$ 1,000.00
LifePointOhio	\$ 2,000.00
Smoky Row Childcare:	\$ 1,420.00
United Way:	\$ 4,000.00
Liberty Presbyterian Church:	\$ 6,000.00
Delaware Grace Church:	\$ 1,500.00
New Hope Church:	\$ 2,450.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donation and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$18,370 to the Delaware County Department of Job and Family Services and thanks to Delaware Bible Church, Lifepoint Ohio, Smoky Row Childcare, United Way, Liberty Presbyterian Church, Delaware Grace Church, and New Hope Church for their thoughtful generosity and commitment to the children and families of Delaware County.

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

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RESOLUTION NO. 23-15

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IN THE MATTER OF ADOPTING RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") has had a long history of allowing public comment at the Board's regular sessions; and

WHEREAS, the Board desires to continue allowing public comment at its regular sessions, in the spirit of a limited public forum; and

WHEREAS, in order to conduct sessions in an orderly and timely fashion, considering the Board's duty to attend to matters of public business, the Board finds that reasonable time, place, and manner restrictions are necessary to regulate this limited public forum; and

WHEREAS, the Board desires to codify such time, place, and manner restrictions, so as to better inform the public of said restrictions and to foster the orderly conduct of public comment;

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

The Board hereby adopts the following Rules Governing Public Comment before the Board and hereby rescinds any other previously adopted Rules Governing Public Comment:

RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

Rule 1. Title

These Rules shall be known as the "Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio."

Rule 2. Applicability

These Rules shall apply to any person who wishes to speak before the Board of County Commissioners of Delaware County, Ohio (the "Board") at a scheduled regular session meeting of the Board but who is not listed on the agenda as the presenter of the agenda item. In public hearings before the Board where persons with a legal interest in the matter are requested or permitted to testify, the following Rules shall be suspended for the duration of the public hearing: Rule 3, Rule 4, and Rule 7.A.

Rule 3. Speaker Registration

A. Any person who wishes to speak before the Board shall be required to fill-out a Speaker Registration Form and return the form to the Clerk to the Board. Forms shall be available in the lobby outside the Board's hearing room or in the Clerk's possession.

B. On the Speaker Registration Form, the person wishing to speak shall provide his or her name, address, the agenda item to be addressed, and if the person will be speaking for or against the item. If the comments are not intended for an agenda item, the person wishing to speak shall indicate the subject matter on the form, and the person will be allowed to speak under the Public Comment section of the session.

C. The Board encourages speakers to submit written testimony, material, and/or information to supplement their oral statements or testimony. Five (5) copies of any written testimony, material, and/or information to be distributed shall be filed with the Clerk to the Board.

D. Speaker registration must be completed personally by the person wishing to speak on the day of the meeting. Speaker registration for the Public Comment section of the session shall be completed prior to the end of the Public Comment section. Speaker registration for agenda items shall be completed prior to the call for a vote on the agenda item.

E. A person shall not be permitted to complete speaker registration for others who wish to speak, except in the case where the other person requires assistance due to injury or disability.

F. Board staff members are not permitted to complete speaker registration for a person wishing to speak, except in the case where the person requires assistance due to injury or disability. In no event shall Board staff members be permitted to complete speaker registration over the telephone, or any other telecommunication, on behalf of a person wishing to speak.

G. The Board may disregard any speaker registration that is not completed in its entirety.

Rule 4. Limitations

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- A. For each regular session, a person shall be permitted to register to speak on no more than two (2) items.
- B. Speakers may only speak to the item indicated on the Speaker Registration Form submitted to the Clerk. The Board will hear up to three (3) speakers “for” and three (3) speakers “against” any item, recognizing speakers in the order in which the registration slips are received by the Clerk.
- C. Speakers shall limit their remarks to three (3) minutes. If the subject does not concern the legislative or administrative responsibilities of county government, the President of the Board may refer the speaker to another public forum and/or deny the request to speak.

Rule 5. Prohibitions

Speakers’ subject matter shall not contain obscenity or defamation. Speakers shall not disrupt the order or decorum of the session. Speakers are expected to refrain from criminal behavior, including, but not limited to, riot (R.C. 2917.03), disorderly conduct (R.C. 2917.11), or disturbing a lawful meeting (R.C. 2917.12).

Rule 6. President of the Board

A. The President of the Board is charged with preserving the order and decorum of the session and with ensuring that any public comment is pertinent to the issue of a matter before the Board. Pursuant to that authority, the President of the Board is vested with the authority to enforce these Rules. If the President of the Board determines that these Rules are not being followed, one warning shall be given. If the Rules continue to be violated after one warning, the President of the Board may revoke the person’s speaking privileges.

B. Any ruling pursuant to these Rules by the President is subject to appeal by another member of the Board by calling for a Point of Order. If another member of the Board seconds the Point of Order, the President’s ruling shall be overturned. Appeals pursuant to this Rule are not subject to debate.

Rule 7. Public Comment Procedure

A. The Clerk of the Board shall present the Speaker Registration Form or Forms to the President of the Board. Speakers shall be recognized in the order in which the forms are received.

B. Speakers shall not address the Board until they have been recognized by the President of the Board and called to the podium, and all comments shall be addressed to the Board.

C. Once recognized, the speaker shall clearly state his or her name and the organization represented (if applicable).

Rule 8. Variance or Waiver

Any variance or waiver of these Rules, including, but not limited to, an extension of time restrictions, shall be by a majority vote of the Board.

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

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RESOLUTION NO. 23-16

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AS A NEW COMMUNITY AUTHORITY AND FIXING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the “Petition”) for the establishment of the Sunbury Meadows Community Development Authority (the “Authority”) was filed with this Board of County Commissioners of Delaware County, Ohio (the “Board”) by Dominion Homes, Inc. (“Dominion”), as initial developer of the Authority on May 5, 2005, which Petition this Board approved pursuant to Resolution No. 06-1017 on August 10, 2006; and

WHEREAS, on August 3, 2021, Dominion assigned all of its rights, responsibilities, and duties as statutory developer of the Authority to Pulte Homes of Ohio, LLC (the “Developer”), pursuant to the Assignment and Assumption Agreement, recorded at OR Book 1890, Pages 71-74, in the Recorder’s Office, Delaware County, Ohio; and

WHEREAS, the Petition generally described the boundaries of the related new community district (the “District”); and

WHEREAS, the Board is the “organizational board of commissioners with which the original petition was

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filed” referred to in section 349.03(B) of the Revised Code; and

WHEREAS, on January 9, 2023, four (4) applications (the “Applications”) were filed with the Board requesting that certain parcels of real property be added to the District, which applications were signed by the City of Sunbury, Ohio, as the “proximate city,” pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Applications further provide that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned, or under the control through leases of sufficient duration, options or contracts to purchase, as required by applicable law; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Board has, as the organizational board of commissioners with which the original petition was filed, reviewed the Applications and determined that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance; and

WHEREAS, the Board has, as the organizational board of commissioners with which the original petition was filed, further determined to fix a time and place of a public hearing on the Applications, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Applications, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by section 349.03(A) of the Revised Code;

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

Section 1. The Board hereby finds and determines that the Applications comply with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby fixes Thursday, February 9, 2023, at 9:45 AM, at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio, as the date, time, and place of a public hearing on the Application.

Section 3. The Clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in *The Delaware Gazette*.

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.

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

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RESOLUTION NO. 23-17

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling & Litter Prevention Office
2023**

This agreement made on January 12, 2023, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the “District” or “DKMM”) with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 91 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to

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enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$78,259.00 for fulfillment of obligations listed in **Exhibit #1**. A maximum of \$15,000 can be utilized for fringe benefits. A minimum of \$12,000 must be utilized for programmatic expenses. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms.

2. Term

The term of this agreement is January 1, 2023 - December 31, 2023.

3. Payments

The District shall disburse the contract amount of \$78,259.00, subject to availability, in four quarterly payments as described: 30% January 2023; 25% April 2023; 25% July 2023; and 20% October 2023.

4. Allowable Expenditures

Personnel

- Salary: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract.
- Benefits: a **maximum of \$15,000 can be utilized for fringe benefits.**
- Administration: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the County Recycling & Litter Prevention Office.

Programmatic

A minimum of \$12,000 must be spent on the programmatic expenses listed below.

- Contracts: costs for any outside services used by the County Recycling & Litter Prevention Office to help them meet the responsibilities outlined in Exhibit #1.
- Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.
- Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, etc.
- Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. – including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, computer, etc.
- Awards/Recognition: costs incurred for materials, items, services, etc. that allow the County Recycling & Litter Prevention Office to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.
- Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

5. Reporting

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The County Recycling & Litter Prevention Office agrees to file a copy of their program status reports with the District on forms prescribed by the District (**Exhibits #2 - #5**). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be reported to the District Board. Reports are due on the following dates.

Report		Report Due
Activity Report	Months 1 - 6	July 31
Activity Report	Months 7 - 12	January 31
Financial Report	Months 1 - 12	January 31

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 29, 2024. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will deposit any unused funds into the Refund Account and will be absorbed back into the District's general fund. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide recycling and litter prevention services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a County Recycling & Litter Prevention Office, that it shall first be attempted to be resolved by the District Director and the County Recycling & Litter Prevention Office's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2023 Agreement for Implementation.

CRLPO will submit a 2023 budget and marketing plan no later than January 13, 2023. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2023 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2023

Reduce - Reuse Focus should be placed on reducing and reusing waste. Although not limited to, a priority should be given to hazardous waste and latex paint. Buying only what you need would be a focus area as well as purchasing reusable items, secondhand shopping, donating useable items etc.

Hard to Dispose of Items Education based around the proper disposal of items that are more difficult to

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dispose (mattresses, furniture, freon containing items, batteries, electronics, plastic bags, etc.). Focus should be placed on disposing of motor oil, latex paint and electronics throughout the year and not holding onto items for special collection events.

Working with Largest City/Village Work with the largest city/village officials to build relationships and provide education to residents on curbside programs. This can be done via water bill inserts and/or a direct mailing once a year. Regular contact should be made with municipal officials with an ultimate goal of encouraging more residents to participate in the curbside program and reducing contamination.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up-to-date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Regularly maintain a website with at least a Comprehensive Resource List and Inventory as outlined in the Plan on page L-3
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings
- i) Be in attendance at special collection event(s)
- j) All marketing and educational material must state something similar to "Recycling and Litter Prevention Program funded by the DKMM Solid Waste District" or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an *Infrastructure Inventory* (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Provide the Infrastructure Inventory to the District and ensure a print version is readily available for residents.
- c. *Drop-off Inventory*-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 business hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s).
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of yard waste facilities as well as backyard composting (Don't Bag It).

Commercial Businesses, and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc.

- a) Conduct waste audits at businesses, schools and government institutions and nominate them for a Green Business Award through DKMM.
- b) Distribute and make available on your website "*A Guide for Waste Disposal and Recycling for Business*".
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.

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- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual *Curbside Inventory* of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with a minimum of one community to obtain curbside program participation and performance data.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities (send them newsletter articles or materials to be posted on their websites).
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at industries and nominate them for a Green Business Award through DKMM.
- d) Distribute and make available the Business Waste Guide.

Exhibit #2

Report Cover Page

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REPORT DUE:	Last Business Day of January				
COUNTY:			DATE OF REPORT:		
ITEMS TO BE INCLUDED WITH THE REPORT					
A.	Auditors Report dated for the last day of the reporting period				
B.	Detailed explanation of expenditures on the Financial Report provided				
C.	Itemized listing of purchase orders carried into the following year				
D.	Detailed explanation of activities on the Activity Report provided				Contract Amount
E.	An up-to-date inventory list				
F.	Disposal of Equipment Form as provided (if applicable)				
REVENUE					
1	Unexpended balance on first day of reporting period				
2	Total DKMM Funds received by end of year including special projects				
3	Miscellaneous Reimbursements (workers comp, refunds)				
4	Total DKMM Funds Available (add lines 1, 2, 3)				\$ -
EXPENDITURES (totals from the Financial Report)					
5	Salaries				
6	Fringe Benefits Paid by DKMM (maximum \$15,000)				
7	Fringe Benefits Paid by County				\$
** total of lines 8 - 14 must be at least \$12,000					
8	Contracts				
9	Equipment				
10	Supplies				
11	Advertising				
12	Awards				
13	Travel				
14	Other				
15	Total Expenditures (add lines 5 - 14)				\$ -
16	Total DKMM Funds Available (line 4 above)				\$ -
17	Total all Expenditures				\$ -
18	Total Purchase Orders Carried into next year				
19	*Unencumbered Fund Balance				\$ -
(unencumbered fund balance = total funds - expenditures - purchase orders carried over)					
20	Allowable Carryover (10% total contract amount)				\$ -
21	Please list the allowable amount to be carried over (+), or paid back (-)				
22	<u>If County had to contribute to overspent contract, please list amount</u>				
I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.					
Print Name					
		President, County Commissioners			
Signature				Date	
Report prepared by				Date	

**Exhibit # 3
Financial Report
(copies will be provided electronically)**

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County	Name	Reporting Period (6 mo. OR 12 mo.)	Year	
PROGRAM FOCUS AREA	Reduce - Reuse			
	Date Audience Activity Project Partners # Participants Outcome			
	Hard to Dispose of Items			
	Date Audience Activity Project Partners # Participants Outcome			
	Working with Largest City/Village			
	Date Audience Activity Project Partners # Participants Outcome			
	RESIDENTIAL	Infrastructure Inventory		
		Date Completed		
		Drop-Off Inventory		
Date Completed				
Ensure Drop-Off Sites are Clean and Safe				
Date Activity				
Special Collections and Education				
Date Activity Project Partners # Participants Outcome				
Promote Drop-Off and Curbside Recycling Programs				
Date Activity Project Partners # Participants Outcome				
Promote Yard Waste Facilities and Backyard Composting				
Date Activity # Participants Project Partners Outcome				
COMMERCIAL BUSINESSES & INSTITUTIONS	Conduct Waste Audits/ Provide Technical Assistance			
	Date Business Name Activity Outcome			
	Distribute /Make Available Business Waste Guide			
	Date Business Name			
	Engage businesses in Reporting Recycling Data Annually			
	Date Business Contacted Activity			
	Work with Fair Board to Ensure Recycling at County Fairs and Community Events			
Date Event lbs Collected				
Promote Buying Recycling & Promote Yourself				
Date Activity Project Partners # Participants Outcome				
COMMUNITIES & ELECTED OFFICIALS	Annual Curbside Inventory			
	Work With One Community to Move to Curbside Recycling			
	Date Community Outcome			
	Work with Communities to Increase Quantity and Quality of Curbside Programs			
	Date Community Activity Project Partners # Participants Outcome			
	Implement Activities Allowing Elected Officials and Other Leaders to become More Engaged in Recycling Education With Residents			
Provide Recycling @ Community Events (see work with fair boards...)				
YOUTH	Provide Waste Reduction, Recycling, and Waste Management Programing to Youth			
	Date School/Youth Group Activity Project Partners # Participants Outcome			
Work with Schools to Create Opportunities for Youth to Participate in Recycling As Everyday Routine				
Date School/Youth Group Activity Project Partners # Participants Outcome				
INDUSTRY	See Commercial Businesses and Institutions			

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Exhibit #5
Disposal of Equipment and Machinery Purchased with District Funds

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

You must attach an up-to-date inventory sheet with this attachment.

Program Manager: _____ Date: _____

District Director: _____ Date: _____

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

- Attended the TID meeting yesterday morning.
 - Chris Bauserman reported that ODOT’s construction costs have gone up by 17.5% from 2021 Quarter 1 to Quarter 3.
 - The Engineer’s office is still in touch with Licking County to work cooperatively with the Intel project.

Dawn Huston, Deputy Administrator

-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Wishing Chief John Donahue the best as he begins his next adventure at Washington Township as their Assistant Chief.
- Will be swearing in the new Board members of the Delaware County Developmental Disabilities Board this evening.

Commissioner Benton

- Congrats to Chief Donahue.
- Would like to thank Commissioner Lewis for her leadership last year as the Board’s President.
- Andrew King will be sworn in this afternoon as the new Fifth District Court of Appeals Judge.
- Ohio Wesleyan University announced their new President yesterday. Congratulations to Matthew vandenBerg.

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RESOLUTION NO. 23-18

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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.23(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 pending or imminent litigation; 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 Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 23-19

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners