

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 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
Barb Lewis, Commissioner

1
RESOLUTION NO. 23-522

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 15, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 15, 2023; 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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 23-523

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0621 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0621:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0621, Procurement Card Payments in batch number PCAPR0621 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2300594 (BEST ONE)	Services Center Parts And Supplies	10011106-5228	\$25,000.00
P2300050 (NAPA AUTO)	Services Center Parts And Supplies	10011106-5228	\$25,000.00
P2301003 (MATHEWS)	Services Center Parts And Supplies	10011106-5228	\$10,000.00
P2303179 (Cotillion Home)	JFS Residential Treatment	22511607-5342	\$50,000.00
P2303178 (Safe House)	JFS Residential Treatment	70161605-5348	\$49,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2303368	OHIO STATE UNIVERSITY	MEDICAL DIR SVCS 01 01-12 31 23	10011303 - 5301	\$60,000.00
R2303368	OHIO STATE UNIVERSITY	MEDICAL DIR SVCS 01 01-12 31 23	21711326 - 5301	\$5,000.00
R2303433	SIGBEE INC	SOFTWARE APP TRACKER	22511607 - 5320	\$12,500.00
R2303478	HARRIS & HEAVENER EXCAVATING INC	FIBER FOR BUILDINGS - BYXBE CAMPUS	42011440 - 5410	\$62,244.56
R2303501	ENVIRONMENTAL COMFORT LLC	BATTERY CABINET - 911	42311453 - 5450	\$42,200.00
R2303652	DELAWARE AUTO SALES LLC	REPAIR ACS CAR 53 2171	60111901 - 5370	\$7,000.00
R2303653	IMAGE TREND INC	ELITE EMS SOFTWARE ANNUAL 2023	10011303 - 5320	\$28,325.00
R2303705	BRIGHTLY SOFTWARE INC	ASSET ESSENTIALS CORE PLUS	10011105 - 5320	\$12,864.88

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

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RESOLUTION NO. 23-525

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE MCALLISTER #574 DRAINAGE MAINTENANCE PETITION FILED BY JOSEPH DEFRANCIS AND OTHERS:

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

WHEREAS, on June 7, 2023, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Joseph DeFrancis and Others, requesting the following:

1. In Delaware County, Thompson Township, within the McAllister #574 watershed and generally following, but not limited to, the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby fixes **Thursday, September 28, 2023, at 1:30P.M.** at the Office of the Board of County Commissioners, 91 North Sandusky Street, Second Floor, Delaware, Ohio 43015, as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that this Board hereby fixes **December 11, 2023, at 10:00A.M.** at the Office of the Board of County Commissioners, 91 North Sandusky Street, Second Floor, Delaware, Ohio 43015, as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

5

RESOLUTION NO. 23-526

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MAY 2023:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of May 2023.

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

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

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RESOLUTION NO. 23-526

IN THE MATTER OF RECOGNIZING JUNE 2023 AS BLACK MUSIC MONTH IN DELAWARE COUNTY:

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

WHEREAS, we recognize that Black Music Month is celebrated each June in the United States to remind people of the impact that Black music has had and continues to have on the lives of many Americans and on people throughout the world; and

WHEREAS, we honor the history of local Black musicians in Delaware County, including the Crawford Band of the early 1900s that played in parades on Sandusky Street; and

WHEREAS, we celebrate the diversity of Black music, from ragtime to jazz, classical to rhythm and blues, spirituals to hip hop, and rock and roll, and recognize the contributions of Black music to our collective histories; and

WHEREAS, we salute the efforts of all who work to preserve these musical traditions and share them with future generations locally and throughout the world.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby recognizes June 2023 as Black Music Month in Delaware County and we encourage our residents, businesses and

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visitors to support this uniquely American art form.

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

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RESOLUTION NO. 23-527

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY:

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

WHEREAS, this Subgrant Agreement was prepared in accordance with sections 307.98, 5101.21 and 5160.30 of the Ohio Revised Code; and

WHEREAS, the Director of Child Support Enforcement Agency recommends approval of the following Subgrant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Subgrant Agreement:

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2425-11-6129

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services {hereinafter referred to as "ODJFS"} and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with the Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of two "pass- through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware Child Support Enforcement Agency (CSEA) that is a standalone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS}, a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. AU requirements In this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.

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- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A){6}.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware County CSEA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance) ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial

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reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identifies reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.): all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services: Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2023, through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management first certifies there is a balance in the appropriation not already allocated to pay current obligations.

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ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2024 and 2025 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation: and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. AU obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

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4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

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3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s): materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the

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correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, **it will** immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
 2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
 5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (8), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.

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- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

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

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RESOLUTION NO. 23-528

IN THE MATTER OF APPROVING THE 2024 BUDGET FOR THE DELAWARE COUNTY VETERANS SERVICE COMMISSION AND AUTHORIZING THE NECESSARY LEVY TO RAISE THE AMOUNT APPROVED:

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

WHEREAS, pursuant to section 5901.11 of the Revised Code, on or before the last Monday in May in each year, the Delaware County Veterans Service Commission (the "Commission") shall meet and determine in an itemized manner the probable amount necessary for the aid and financial assistance of persons entitled to such aid and assistance and for the operation of the veterans service office for the ensuing year and prepare and submit a budget to the Delaware County Board of Commissioners (the "Board"); and

WHEREAS, the Commission has prepared and submitted its budget for 2024, in accordance with section 5901.11 of the Revised Code, for the Board's review and approval; and

WHEREAS, the Board, having conducted a review of the proposed budget, shall appropriate funds to the Commission and make the necessary levy, not to exceed five-tenths of a mill per dollar on the assessed value of the property of the county, to raise the amount that the Board approves;

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

Section 1. The Board hereby approves the 2024 budget for the Delaware County Veterans Service Commission, as follows:

5001	Salaries	645,000.00
5004	Overtime	5,000.00
500	Total	650,000.00

5101	Health Insurance	92,500.00
5102	Workers Comp	6,500.00
5120	OPERS	91,000.00
5131	Medicare	9,425.00
510	Total	199,425.00

5201	Gen Supplies & Equip <1000	50,000.00
5217	Books and Periodicals	100.00
5224	Uniforms and Clothing	3,000.00
5228	Maint & Repair Supply	1,000.00

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5250	Minor tools, equip <\$1000	2,000.00
5260	Inv Tools 1000-4999	6,000.00
5294	Food Supplies	2,000.00
520	Total	64,100.00
5301	Contracted Prof Services	75,000.00
5305	Training	3,000.00
5308	Membership	1,000.00
5309	Travel Mileage Reimbursement	12,000.00
5310	Travel Nontaxable	8,000.00
5311	Taxable Travel Reimbursement	300.00
5312	Advertising & Legal Notices	110,000.00
5313	Printing	3,000.00
5316	Application/License Fees	1,000.00
5317	Public Relations & Promotions	20,000.00
5320	Software and Computer	3,000.00
5325	Maint Contracts & Agreements	1,300.00
5328	Maint/Repair	2,000.00
5330	Communication Services	1,800.00
5331	Postal/Freight	1,000.00
5332	Cell	5,000.00
5335	Rental	45,000.00
5348	Client Services	457,500.00
5355	Transportation Services	60,000.00
5360	Court Related Services	55,000.00
5380	Other Services	100.00
5381	Catering Services	15,000.00
530	Total	880,000.00
540	Total Capital	0.00
Total		1,793,525.00

Section 2. The Board hereby authorizes and directs the Delaware County Auditor to make the necessary levy, pursuant to section 5901.11 of the Revised Code, in the amount of 0.181 mills per dollar on the assessed value of the property of the county, to raise the amount approved in Section 1 hereof.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Delaware County Auditor and the Delaware County Veterans Service Commission.

Section 4. It is found and determined that all formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board resulting in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 5. This Resolution shall be effective immediately upon adoption.

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

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RESOLUTION NO. 23-529

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TERRACON CONSULTANTS, INC. FOR UNDERGROUND STORAGE TANK CLOSURE:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County

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Board of Commissioners and Terracon Consultants, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Terracon Consultants, Inc. for underground storage tank closure:

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Delaware County OH ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Delaware County Engineer Service Center project ("Project"), as described in Consultant's Proposal dated 05/03/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client is exempt from sales tax and shall submit to Consultant proper exemption certificates supporting Client's exemption from sales tax. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity.** Consultant shall indemnify and hold harmless Client and its respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by Consultant's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client, its elected officials and employees, shall be named as additional insured with respect to all activities under

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this Agreement in the policies required by sections (ii), (iii), and (iv). Consultant shall requires all of its subcontractors to provide similar endorsements.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.
- 18. Prohibited Interests.** Consultant agrees that no agent, officer, or employee of the Client during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current Client employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of Client.
- 19. Independent Contractor.** The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Client and the Consultant. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 20. Headings.** The subject headings of the Sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 21. Waivers.** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 22. Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 23. Findings for Recovery.** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 24. Authority to Sign.** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 25. Client's Policies.** The Consultant shall adhere to all applicable Client policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing services under this Agreement and/or for or on behalf of the Client to comply with all applicable Client policies and shall be responsible for such compliance. The Client may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Section. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The Client reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time. Consultant will be notified of such change in order to be held to compliance with such policy.
- 26. Drug-Free Workplace.** The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 27. Non-Discrimination/Equal Opportunity.** Consultant hereby certifies that, in the hiring of employees for the performance of services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the services to which the Agreement relates.

(Copies of Exhibits available for review at the Commissioners' Office until no longer of administrative value.)

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

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RESOLUTION NO. 23- 530

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND INMATE CALLING SOLUTIONS LLC, D/B/A ICSOLUTIONS FOR THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the agreement with Inmate Calling Solutions for the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement with Inmate Calling Solutions for the Delaware County Jail:

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement" or "Contract") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS" or "Contractor"), having its principal place of business at 2200 Danbury Street, San Antonio , TX 78217, and Delaware County, OH (the "County") having its principal address as set forth on Exhibit A, attached hereto.

Whereas, the parties were also parties to that certain Inmate Telephone Services Agreement dated May 25, 2020 (the "Prior Agreement"); and

Whereas, the parties hereby acknowledge the change to the international calling rates made pursuant to 47 CFR § 64.6030 (e); and

Whereas, the parties now agree as follows:

- 1. Term of Contract.** This Agreement is effective upon execution and shall remain in full force and effect for an initial term ending December 31, 2026. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on

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Exhibit 8, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises leased, or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage with written approval of the County, which shall not be unreasonably withheld. ICS shall not exercise such right of removal or relocation unreasonably and, in any case, with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.

3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS, which shall not be unreasonably withheld.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction
6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations during the term of the Agreement. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice.

7. **County shall:**
 - a. Advise ICS of any Services Location or related premise that has been closed.
 - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
 - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
 - d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for inmates' use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
 - h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

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8. **Law and Venue.** The domestic law of the State of Ohio shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state courts located in Delaware County of Ohio.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.

12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

15. **Indemnification.**

The Company shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Company agrees to and shall indemnify and hold free and harmless the Board of Commissioners and Sheriff's Office of Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Company's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of the Company or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Company's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) The Company agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Company shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Company further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Company shall pay, settle, compromise and procure the

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discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney's fees.

- B. The Company shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement,

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without the express written consent of the other party.

22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available ; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction, including, but not limited to, public records requests made under Ohio law.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement , ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer® software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer® software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer® software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer® software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Delaware County, Ohio is a political subdivision and tax exempt. Contractor shall not charge the Sheriff and/or Board any tax and agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that Company provides to the Sheriff and Board pursuant to this Contract. The Sheriff and Board shall, upon request, provide Contractor with proof of exemption.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

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27. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as the County or other agency or individual authorized by the County may deem necessary, ICS shall make available to the County and/or individual authorized by the County all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The County and/or individual authorized by the County shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. ICS acknowledges that Ohio's Public Records laws applies to this agreement and agrees not to assert any claim that would interfere with County complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ICS prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ICS prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

28. Retention of Records.

ICS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

29. Campaign Finance -Compliance with RC§ 3517.13.

Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than five hundred dollars in a calendar year or services with a cost aggregating more than five hundred dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ICS therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract may prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

30. Certification for Findings for Recovery.

By signature of its representative below, ICS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Representative

31. Independent Contractor Acknowledgement/No Contribution to OPERS.

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

If ICS has five (5) or more employees, ICS, by signature of its representative below, hereby certifies

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such fact in lieu of completing the Form:

Authorized Representative

32. Non-discrimination.

ICS certifies and agrees as follows:

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

33. Accessibility.

ICS certifies and agrees as follows:

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

ICS, all subcontractors, and/or any person acting on behalf of ICS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

34. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

35. Certification Regarding Personal Property Taxes.

By signature of its representative below, ICS hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Authorized Representative

36. Drug Free Environment.

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

37. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

38. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid.

39. County Policies

The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social

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Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.

40. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

Exhibit A - County Addresses

Principle Business Address (used for all notices hereunder):

Delaware County Jail
844 US 42 North
Delaware, OH 43015

Service Location:

Delaware County Jail
844 US 42 North
Delaware, OH 43015

Equipment to be shipped to:

Delaware County Jail
844 US 42 North
Delaware, OH 43015

Commissions to be paid to

Delaware County Jail
844 US 42 North
Delaware, OH 43015

Exhibit 8- Equipment

Centralized Enforcer® call processing platform with all hardware, refreshed and refurbished as needed, and all service features provided under the Prior Agreement along with the following:

- ***THE BRIDGE 8™ Inmate Tablets, including:***
 - *Inmate tablets with 8" screens at the ratio of 1 per 2 inmates*
 - *Inmate email/text/photo messaging*
 - *Inmate Calling app; secure inmate calling through /CS' Enforcer® platform; standard usage rates and security controls apply*
 - *Video Messaging*
 - *Electronic delivery of scanned postal mail*
 - *Educational content, including free/unlimited access to Edovo Core™*
 - *Religious materials*
 - *Job search*
 - *Grievance reporting + appointment request*

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- o Commissary ordering + balance checking
 - o Interface to County's digital law library service, if applicable
 - o Paid entertainment content
 - o Turnkey installation including all hardware, software, & wireless charging stations
 - o ICS shall modify PREA line number(s) and signage as needed at no cost to County
- On-site scanner for postal mail with delivery via Tablets

Exhibit C - Rates & Charges

The following rates apply to calls from Service Location

Prepaid, Debit, QwikCall & Collect (Direct Bill) Calling Rates	
Call Type	Per Minute Charge
Local	\$0.20
Intrastate/IntraLATA	\$0.20
Intrastate/InterLATA	\$0.20
Interstate	\$0.20
International Debit	\$0.50

NOTES: Domestic interstate rates apply for calls to US territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and US Virgin Islands. All non-US destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (Live Agent)..... \$5.95
Payment Processing Fee (IVR or Internet)..... \$3.00
Bill Statement Fee \$2.00

Other Service Fees (commissionable see Exhibit D):

Inmate voicemail (per inbound message).....\$1.00
Remote Video Visitation (per 30-minute session)\$7.50
Email/Photo Messaging (per message) \$0.20
Video Messaging (per message).....\$0.35
Entertainment Streaming (per minute)..... \$0.05

(All other fees free or waived)

Exhibit D - Commissions

ICS shall retain the first \$0.25 of each call and pay to County a Commission of 65% of the remaining call revenue for all call types generated from County's Service Location. In addition, ICS shall provide County with a \$10,000.00 annual Technology Grant, prorated for any partial years, if applicable. This grant amount shall be funded at the beginning of each contract year.

In addition to the above commission payments, ICS shall pay to County a Commission of 50% of any service fees collected with respect to inmate voicemail and remote video visitation services and 25% of any service fees collected with respect to Tablet Entertainment Streaming and Video Messaging services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

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

**12
RESOLUTION NO. 23-531**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE

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SHERIFF’S OFFICE:

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

Supplemental Appropriation

29031318-5320	Concealed Handgun/Software and Computer Services	5,000.00
29031318-5380	Concealed Handgun/Other Services	15,000.00

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

13

RESOLUTION NO. 23-532

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GRANITE INLINER, LLC. FOR THE 2021 SANITARY SEWER REHABILITATION PROJECT CONTRACT DCES 1-2022:

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

WHEREAS, the Delaware County Board of Commissioners entered into an agreement with Granite Inliner, LLC, on January 20, 2022 for the 2021 Sanitary Sewer Rehabilitation Project Contract DCES 1-2022; and

WHEREAS, Change Order No. 01 authorizes a reduction in the overall contract price in the amount of \$40,297.80 due to unused funds, a cost reduction for defective work, and substitution of materials; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 01;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 01 to the Agreement between the Delaware County Board of Commissioners and Granite Inliner, LLC. for the 2021 Sanitary Sewer Rehabilitation Project Contract DCES 1-2022.

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

14

RESOLUTION NO. 23-533

IN THE MATTER OF APPROVING THE AMENDED AND RESTATED SUBDIVIDER’S AGREEMENT FOR SLATE RIDGE SECTION 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Amended and Restated Subdivider’s Agreement for Slate Ridge Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amended and Restated Subdivider’s Agreement for Slate Ridge Section 1:

AMENDED AND RESTATED SUBDIVIDER’S AGREEMENT
SLATE RIDGE SECTION 1

SECTION I: INTRODUCTION

This Amended and Restated Subdivider’s Agreement (the “Agreement”) is entered into on this 22nd day of June 2023, by and between **Pulte Homes**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Slate Ridge Section 1** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and fully amends and restates the Subdivider’s Agreement entered into by and between the Subdivider and the County on May 18, 2023 (the “Original Agreement”).

RECITALS

WHEREAS, the Original Agreement approved capacity for 124 single family residential equivalent connections to be constructed for Sections 1, 3, and 4 of “Slate Ridge Sanitary Sewer Improvement Plan Sections 1, 2, 3, 4, & 5”; and

WHEREAS, the parties mutually desire to amend and restate the Original Agreement to only include Section 1 of the Slate Ridge Development;

NOW, THEREFORE, in consideration of the Recitals set forth herein, which are deemed to be an integral part of this Agreement, the Subdivider and the County mutually agree as follows:

The Subdivider is to construct, install or otherwise make all public improvements (the

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“Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Section 1 of the **Slate Ridge Sanitary Sewer Improvement Plan Sections 1, 2, 3, 4, & 5**, dated **April 28, 2023**, and approved by the County on **May 4, 2023**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **45** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

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

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$564,116.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for Section 1 of **Slate Ridge Sanitary Sewer Improvement Plan Sections 1, 2, 3, 4, & 5**.

SECTION IV: FEES

It is further agreed that the Subdivider has paid the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Slate Ridge Sanitary Sewer Improvement Plan Sections 1, 3, & 4 (\$31,458.81)**. The Subdivider has also paid the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Slate Ridge Sanitary Sewer Improvement Plan Sections 1, 3, & 4 (\$76,399.96)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Slate Ridge Sanitary Sewer Improvement Plan Section 1** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative

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shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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

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

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

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

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

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of construction.

SECTION IX: SIGNATURES

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

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

15

RESOLUTION NO. 23-534

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN GRETHO B. BARTLEY A.K.A. BILL G. BARTLEY AND ROSE M. BARTLEY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR13-5.02:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Gretho B. Bartley a.k.a. Bill G. Bartley and Rose M. Bartley for the project known as DEL-CR13-5.02;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract for sale and purchase with Gretho B. Bartley a.k.a. Bill G. Bartley and Rose M. Bartley for the project known as DEL-CR13-5.02:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of June, 2023, **Gretho B. Bartley a.k.a. Bill G. Bartley and Rose M. Bartley, Husband and Wife whose address is 7188 Lewis Center Road Galena, OH 43021**, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
18-SH,T
DEL-CR13-5.02 PID 97431

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Ninety-Five Thousand Dollars (\$95,000.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of

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dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters' rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer

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of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

16

RESOLUTION NO. 23-535

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN PAUL KREADY AND KAY ELAINE KREADY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR13-5.02:

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

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Paul Kready and Kay Elaine Kready for the project known as DEL-CR13-5.02;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract for sale and purchase with Paul Kready and Kay Elaine Kready for the project known as DEL-CR13-5.02:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of June, 2022, **Paul Kready and Kay Elaine Kready, Husband and Wife whose address is 6970 Lewis Center Road Galena, OH 43021**, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 91 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
35-WD,T
DEL-CR13-5.02 PID 97431

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Forty Seven Thousand and Five Hundred Dollars (\$47,500.00)**, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (F) All title, rights, and interest in and to the PROPERTY; and,
 - (G) For damages to any residual lands of the SELLER; and,

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- (H) For SELLER's covenants herein; and,
- (I) For expenses related to the relocation of the SELLER, their family, and business; and,
- (J) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters' rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in

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this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

- 11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.
- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

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RESOLUTION NO. 23-536

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR INTEREST PAYMENTS ON THE AFRICA ROAD 2020 SIB LOAN FOR THE ENGINEER’S OFFICE:

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

TRANSFER OF FUNDS

From	To	
10040421-5801	48140481-4601	\$72,860.20
Road & Bridge/Misc Cash Transfers	Africa Road 2020 SIB Loan/Interfund Revenues	

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

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COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2023

RESOLUTION NO. 23-537

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2023 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2024:

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

JOINT COUNTY PROJECTS - 2024 COLLECTIONS

<u>Project Name</u>	<u>2024 % Collect</u>	<u>Counties</u>
Adams	46.75	Delaware / Marion
Carter Joint County	25.00	Delaware / Marion
Cook Joint County	100.00	Delaware / Licking
Coomer #435 Main	0.50	Delaware / Morrow
Coomer #435 Lateral A	0.25	Delaware / Morrow
Darst Joint County	15.50	Delaware / Marion
DeGood	50.00	Delaware / Union
Gorsuch Joint County	5.00	Delaware/Licking
Pumphrey Joint County	37.50	Delaware / Morrow
Tartan Field Jt. County 8,9,10,11	2.00	Delaware / Union

TRI-COUNTY PROJECTS - 2023 COLLECTIONS

<u>Project Name</u>	<u>2024 % Collect</u>	<u>Counties</u>
Randall Howison Tri County	100.00	Delaware / Marion / Union

Inspection Report Summary 2023

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2023 % Collect</i>	<i>2024 % Collect</i>
3B'S & K STORAGE	0707	11-384	0.75	0.75
459 ORANGE POINT DRIVE	1510	11-556	2.00	2.00
7719 GRAPHICS WAY	1506	11-557	3.00	3.75
A.D. FARROW	0621	11-338	3.00	1.50
ABBEY KNOLL 1&2	0029	11-170	2.50	2.50
ABBEY KNOLL 3-1&2	0129	11-199	1.25	1.25
ABBEY KNOLL 4-A&B	0326	11-021	1.50	1.50
ABBEY KNOLL 5A	0533	11-343	2.00	2.00
ADAMS JOINT COUNTY	6801	11-008	46.75	46.75
ALUM CROSSING 1	0523	11-344	1.25	1.25
AUGUSTA WOODS 2	0124	11-214	2.25	2.25
AVONLEA	0519	11-319	2.75	2.75

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BAINBRIDGE MILLS 2	9909	11-134	1.50	1.50
BARRINGTON ESTATES	1408	11-533	2.00	2.00
BASIGER A-1	0808	11-434	3.75	3.75
BASIGER A-2	0809	11-435	3.75	3.75
BASIGER B	0810	11-436	0.25	0.25
BASIGER C	0811	11-437	2.50	2.50
BASIGER MAIN	0807	11-438	7.50	7.50
BEAUTIFUL SAVIOR LUTHERAN CHURCH	1412	11-536	3.00	3.00
BECKER	8401	11-034	2.00	2.00
BERKSHIRE DEVELOPMENT	9918	11-160	3.00	3.00
BERLIN FARM	2212			2.00
BERLIN MANOR	1816	11-636	2.00	2.00
BHARATIYA HINDU TEMPLE	0914	11-455	8.25	10.25
BIG BEAR FARMS 2-2	9806	11-104	0.75	1.00
BIG BEAR FARMS 8	9917	11-131	1.00	1.00
BIG BEAR FARMS 9	9925	11-151	1.00	1.00
BOULDER RIDGE	0613	11-331	2.00	2.00
BRAEMAR AT WEDGEWOOD	0817	11-419	2.00	1.00
BRAUMILLER WOODS 3	1712	11-625	3.00	3.00
BRITONWOODS	1827	11-648	2.00	2.00
BROOKSHIRE BANQUET	0536	11-335	1.00	1.25
BROOKVIEW	0915	11-452	8.50	10.00
BROOKVIEW MANOR	1514	11-564	2.00	2.00
BRYN MAWR 2-1&2	0011	11-113	0.75	1.00
BUCKEYE DATA CENTER	0618	11-389	1.25	1.25
BUCKEYE GYMNASTICS	1517	11-561	2.00	2.00
BUCKEYE READY MIX	0619	11-329	1.25	1.25
BUNKER HILL	1607	11-573	5.00	5.00
CALHOUN	8101	11-048	13.00	15.00
CAMBRIDGE SUBDIVISION	0234	11-270	3.50	3.50
CAMPUS AT HIDDEN RAVINES	0510	11-306	0.75	0.25
CANTERBURY	0814	11-403	4.50	4.50
CARDINAL SELF STORAGE	1605	11-572	3.00	3.00
CARRIAGE COVE	1310	11-499	2.50	2.50
CARTER JOINT COUNTY	8201	11-044	37.50	25.00
CARTERS FARM CAD	1725	11-626	1.50	1.50
CELEBRATION KIA	2104	11-709	2.00	2.00
CHADWICK #135	1308	11-520	3.75	3.75
CHESHIRE COVE 1	0010	11-117	1.50	1.75
CHESHIRE COVE 2	0146	11-228	0.75	1.00
CHESHIRE WOODS 1	0612	11-353	0.75	0.75
CHESHIRE WOODS 2	1603	11-567	2.00	2.00
CHESHIRE WOODS 3A	1423	11-544	2.00	2.00
CHESHIRE WOODS 3B	1808	11-677	2.00	2.00
CHESHIRE WOODS ESTATES 1	0617	11-367	1.50	1.50
CLARKSHAW MOORS	1714	11-623	2.00	2.00

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COLUMBUS UPGROUND RESERVOIR	1409	11-535	2.00	2.00
CONDOS AT RIVERBY	1309	11-503	2.50	3.00
CONSOLIDATED ELECTRIC	0812	11-421	0.75	0.50
COOK JOINT COUNTY	5801	11-004	87.50	100.00
COOMER JOINT COUNTY	0716	11-379	1.00	0.50
COOMER JOINT COUNTY LATERAL A	0717	11-380	0.25	0.25
CORNERS AT JOHNNY CAKE	1726	11-622	2.00	2.00
COTTAGES AT HYATTS	1820	11-649	2.00	2.00
COURTYARDS AT BRADFORD COURT	1614	11-592	2.00	2.00
COURTYARDS AT CLEAR CREEK	1912	11-650	2.00	2.00
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.00	2.00
COURTYARDS AT MUIRFIELD RIDGE	1801	11-651	2.00	2.00
COURTYARDS AT SOUTH SECTIONLINE	1617	11-593	2.00	2.00
COURTYARDS AT THE RAVINES	1824	11-710	2.00	2.00
COURTYARDS ON HYATTS	1917	11-683	2.00	2.00
COVE AT EVANS FARM	2025	11-711	0.00	0.00
COVINGTON MEADOWS 1	0009	11-115	1.75	2.00
COVINGTON MEADOWS 2	0118	11-251	1.75	2.00
COVINGTON MEADOWS 3	0216	11-235	3.00	3.00
CRABILL	6201	11-003	62.50	45.00
CREEKSIDE INDUSTRIAL PARK	1806	11-652	2.00	2.00
CROSS CREEK 2-A&B	0127	11-213	1.50	1.75
CROSS CREEK 3	0507	11-300	2.50	2.50
CROSS CREEK 3A	0818	11-422	2.25	2.25
CRYSTAL VALLEY	0804	11-410	2.50	2.50
DARST JOINT	7201	11-011	15.50	15.50
DEGOOD	5802	11-013	40.00	50.00
DELAWARE RUN	0319	11-294	8.75	8.75
DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	1001	11-469	1.00	1.00
DERBY GLEN FARMS 1	0640	11-388	2.00	2.00
DERBY GLEN FARMS 2	1304	11-498	2.00	2.00
DERBY GLEN FARMS 3	1518	11-580	2.00	2.00
DORNOCH ESTATES 3	0104	11-197	1.00	1.00
DORNOCH ESTATES 4	0223	11-221	3.00	3.00
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.00	2.00
DUTCHER/SCOTT	1111	11-487	4.00	4.00
EAGLE TRACE 2&3	0123	11-215	2.00	2.00
ELM VALLEY JFD	1315	11-502	2.25	2.25
ENCLAVE AT ABBEY KNOLL	2014	11-697	2.00	2.00
ENCLAVE AT THE LAKES	1509	11-579	2.00	2.00
ESTATES AT CHESHIRE 1	0622	11-374	3.00	3.00
ESTATES AT CHESHIRE 2	1314	11-524	2.50	2.50
ESTATES AT MEDALLION	0603	11-354	1.25	1.25
ESTATES AT SHERMAN LAKES	1201	11-488	2.00	2.00
ESTATES OF GLEN OAK 1A	0231	11-272	0.75	0.75
ESTATES OF GLEN OAK 1B	0232	11-273	0.75	0.75

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ESTATES OF GLEN OAK 2	0314	11-279	0.50	0.50
ESTATES OF GLEN OAK 3A	0404	11-052	1.25	1.00
ESTATES OF GLEN OAK 3B	0405	11-051	0.50	0.50
ESTATES OF GLEN OAK 4A	0424	11-299	1.75	1.75
ESTATES OF GLEN OAK 5	1405	11-538	2.00	2.00
ESTATES OF RIVER RUN	1109	11-492	4.50	4.50
EVANS FARM 1	1723	11-621	2.00	2.00
EVANS FARM 2	2012	11-695	2.00	2.00
EVANS FARM 3	2204			2.00
FAIR HAVEN	0904	11-441	1.00	1.00
FAIRWAYS AT BLUE CHURCH 1	0802	11-424	3.00	2.00
FANCHER	1903	11-643	6.25	7.75
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.25	2.50
FOOR CONCRETE	0512	11-320	1.75	2.00
FOUR DOCTORS DRIVE	1819	11-637	2.00	2.00
FOURWINDS NORTH	1716	11-620	3.00	3.00
FOURWINDS SOUTH	0017	11-161	10.00	2.00
GENOA BAPTIST CHURCH	1802	11-653	2.00	2.00
GENOA ELEMENTARY SCHOOL	0406	11-028	0.75	0.75
GENOA FARMS 1	0145	11-217	1.25	1.25
GENOA FARMS 2	0212	11-245	1.25	1.00
GENOA FARMS 3-A&B	0229	11-258	1.25	1.25
GENOA PLACE	2009	11-692	2.00	2.00
GLADES AT HIGHLAND LAKES	1702	11-602	2.00	2.00
GLEN OAK 1	0230	11-271	1.25	1.25
GLEN OAK 2-A&B	0309	11-261	1.00	1.00
GLEN OAK 3-A&B	0327	11-030	1.25	1.25
GLEN OAK 4	0608	11-325	0.75	0.75
GLEN OAK 5A	0910	11-448	4.00	4.00
GLEN OAK 5B	1112	11-486	2.50	2.25
GLEN OAK 6	0714	11-395	2.50	2.25
GLEN OAK 7A	1006	11-467	1.75	1.50
GLEN OAK 9	0722	11-415	1.00	1.00
GLENMEAD/MCKENZIE	1705	11-612	2.50	2.50
GOLF VILLAGE NORTH COMMERCIAL	0629	11-361	0.25	0.25
GOODING BOULEVARD	0708	11-386	0.50	0.50
GOODWILL GENOA	1321	11-521	2.00	2.00
GORSUCH JOINT COUNTY	2206			5.00
GRACE HAVEN	1810	11-654	2.00	2.00
GRACES PLACE	2011	11-694	2.00	2.00
GRAND OAK 1	0207	11-216	0.75	0.75
GRAND OAK 2	0313	11-285	1.75	1.75
GRAND OAK CONDOMINIUMS	0206	11-254	1.50	1.50
GRAND POINTE AT NORTH ORANGE	2013	11-696	2.00	2.00
GREEN MEADOWS 3	8701	21-055	3.00	3.00
GREEN MEADOWS BASIN	7901	11-031	3.75	3.75
GREENS AT NORTHSTAR	0909	11-454	3.00	3.75

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GREYLAND ESTATES 1A	0713	11-414	1.75	2.00
GWINNER #262	0638	11-376	2.00	2.50
HARBOR POINTE 1	0024	11-181	1.50	1.50
HARBOR POINTE 2-1&2	0121	11-212	0.50	0.75
HARBOR POINTE 3-A&B	0218	11-264	2.25	2.25
HARBOR POINTE 4-A&B	0322	11-284	2.50	2.50
HARBOR POINTE 5	0407	11-042	1.00	1.00
HARDIN #267	8702	11-064	24.00	30.00
HARDIN TILE #267	1317	11-519	3.50	3.50
HARLEM ESTATES	2203			2.00
HARLEM TOWNSHIP PARK	1005	11-466	0.75	0.75
HARVEST CURVE	2105	11-712	2.00	2.00
HARVEST POINT	1602	11-566	2.00	2.00
HARVEST WIND 1-2	0813	11-404	1.50	1.50
HARVEST WIND 3	9905	11-109	1.25	1.25
HARVEST WIND 4	0027	11-174	1.50	1.75
HARVEST WIND 5	0113	11-190	1.00	1.00
HARVEST WIND 6-1	0101	11-180	2.50	2.50
HARVEST WIND 7-1	0120	11-209	1.00	1.00
HARVEST WIND 7-2	0301	11-275	0.75	0.75
HATFIELD AUTOMOTIVE	1204	11-485	4.25	3.75
HAVENS	1814	11-631	1.50	1.50
HEATHER GLEN	9908	11-112	1.50	2.00
HEATHER RIDGE 1&2	1815	11-638	2.00	2.00
HEATHERS AT GOLF VILLAGE	1524	11-582	2.00	2.00
HEISELT TRACT	0705	11-400	2.50	2.50
HERBERT LAWRENCE	7401	11-023	18.75	18.75
HICKORY RIDGE	1720	11-590	3.00	3.00
HIDDEN COVE	0315	11-277	1.00	1.00
HIDDEN CREEK ESTATES 1	0727	11-409	2.00	2.00
HIGH PARK CTR LOT 4924	0410	11-045	2.25	2.25
HIGHFIELD DRIVE DITCH RELOCATION	2016	11-699	2.00	2.00
HIGHLAND HILLS AT THE LAKES 2	0033	11-192	1.00	1.00
HIGHLAND HILLS AT THE LAKES 3-1&2	0119	11-246	6.75	6.75
HIGHLAND LAKES EAST 11-2	9906	11-110	0.75	0.75
HIGHLAND LAKES EAST 11-4&5	0115	11-219	1.00	1.00
HIGHLAND LAKES EAST 14-1	9938	11-144	1.00	1.00
HIGHLAND LAKES EAST 14-2	9939	11-150	0.75	0.75
HIGHLAND LAKES EAST 15	0324	11-018	2.00	2.00
HIGHLAND LAKES EAST 4 PH 2-5	0426	11-298	2.50	2.50
HIGHLAND LAKES NORTH 3	0711	11-396	3.25	3.25
HIGHLAND LAKES NORTH 5-3&4	1404	11-532	5.50	5.50
HIGHLAND LAKES NORTH 6-1	9919	11-124	2.50	2.50
HIGHLAND LAKES NORTH 6-2	0028	11-173	1.25	1.25
HIGHLAND LAKES NORTH 7	0032	11-191	4.00	4.00
HOGBACK BAY	1609	11-581	2.50	2.50

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HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.00	2.00
HOMESTEAD AT SCIOTO RESERVE	1907	11-644	3.00	3.00
HORSESHOE RUN	8601	11-129	10.00	10.00
HOWARD FARMS	1822	11-655	2.00	2.00
HYATT MEADOWS 1-3	2112	11-713	0.00	2.00
HYATTS CROSSING	2003	11-686	2.00	2.00
HYATTS MEADOWS MULTI FAMILY	2202			2.00
INDIAN RUN	8102	11-036	23.25	23.25
INN AT BEAR TRAIL	1601	11-571	2.00	2.00
IRONWOOD	2006	11-689	2.00	2.00
JAIN CENTER OF CENTRAL OHIO	1104	11-465	3.00	3.00
JENNINGS SPORTS PARK	2211			0.00
JONES	5901	11-012	75.00	85.00
JONES #279	1205	11-496	5.50	6.75
JONES-TIMMS	0806	11-418	2.50	2.50
KELLER PINES	0513	11-366	1.50	1.75
KILLDEER MEADOWS 1	0415	11-295	1.00	1.00
KILLDEER MEADOWS 2-A&B	0425	11-315	0.25	0.25
KILLDEER MEADOWS 3&4	1418	11-531	2.00	2.00
KINSALE VILLAGE	0610	11-399	2.50	2.50
KOEPEL	8302	11-038	40.00	40.00
KROGER AT OLENTANGY CROSSING	0902	11-445	2.00	2.00
KURTZ BROTHERS DELAWARE 714	2109 2.00	11- 2.00		
LAKE SHORE	0633	11-368	2.00	2.00
LAKES AT SILVERLEAF	0311	11-286	1.25	1.25
LEWIS CENTER	5902	11-009	150.00	187.50
LIBERTY BLUFF 1&2	1807	11-656	2.00	2.00
LIBERTY CROSSING	0803	11-425	1.25	1.25
LIBERTY GRAND 3A	2017	11-700	2.00	2.00
LIBERTY GRAND 4	2018	11-701	2.00	2.00
LIBERTY GRAND DISTRICT	2022	11-704	2.00	2.00
LIBERTY LAKES 3	0004	11-159	1.00	1.00
LIBERTY SUMMIT	1911	11-657	2.00	2.00
LIBERTY TRACE	1521	11-583	2.00	2.00
LIBERTY TRACE 3A	1711	11-609	2.00	2.00
LIBERTY TRACE 3B	1727	11-627	2.50	2.50
LIBERTY TWP FSED	1708	11-606	2.00	2.00
LIBERTY VILLAGE 1	0526	11-349	2.00	2.00
LIBERTYDALE	1721	11-591	3.00	3.00
LIFEPOINT CHURCH	1914	11-667	2.00	2.00
LIGHTHOUSE CENTER	0508	11-305	5.00	5.00
LITTLE BEAR VILLAGE 1A	0641	11-365	1.50	1.50
LOCH LOMOND HILLS	1312	11-551	3.75	3.75
LOCH LOMOND PARK	9901	11-105	5.50	5.50
LONDON CROSSING	1519	11-577	2.00	2.00
MAEVE MEADOWS	2214			0.00

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MANORS AT WILLOW BEND	0710	11-357	2.00	2.00
MANSARD ESTATES 1&2	0725	11-417	2.50	2.50
MAPLE GLEN	1909	11-680	2.00	2.00
MARKET AT LIBERTY CROSSING 3	0901	11-444	0.50	0.50
MARRGELLO DEVELOPMENT	0529	11-334	1.50	1.50
MC FITNESS & HEALTH	1421	11-542	2.50	2.50
MCCAMMON CHASE 1	0307	11-263	1.25	1.25
MCCAMMON ESTATES 1	0506	11-303	3.00	3.00
MCCAMMON ESTATES 2	0511	11-317	3.00	3.00
MCCAMMON ESTATES 3	0606	11-328	2.00	2.00
MCCAMMON ESTATES 4	0614	11-332	1.50	1.50
MCDONALDS AT CROSSING SOUTH	1318	11-527	0.00	0.00
MCNAMARA #582	0906	11-440	0.50	0.00
MCNAMARA PARK	1106	11-462	1.25	1.25
MEADOW AT CHESHIRE 3-3	0117	11-184	2.00	2.00
MEADOW AT SCIOTO RESERVE	0524	11-355	1.00	1.00
MEADOWS AT CHESHIRE 3-1	9912	11-132	1.50	1.50
MEADOWS AT CHESHIRE 3-2	9913	11-133	2.00	2.00
MEADOWS AT HARVEST WIND 1&2	1108	11-476	3.00	3.00
MEADOWS AT HOME ROAD	1713	11-619	4.50	5.50
MEADOWS AT LEWIS CENTER 1	1105	11-464	2.00	2.00
MEADOWS AT LEWIS CENTER 2	1611	11-585	2.00	2.00
MEADOWS AT LEWIS CENTER NORTH	1413	11-547	2.00	2.00
MEDALLION ESTATES 10-1	0012	11-122	0.75	0.75
MEDALLION ESTATES 10-2	0013	11-163	1.25	1.25
MEDALLION ESTATES 8	9914	11-135	0.50	0.50
MEDALLION ESTATES 9	9921	11-157	1.00	1.00
MENARDS CREEKSIDE	1203	11-511	1.25	1.25
MEYERS PROPERTY CAD	2111	11-715	2.00	2.00
MILEY	8301	11-050	2.50	2.50
MIRASOL 1	1422	11-549	2.00	2.00
MIRASOL 2	1826	11-639	2.00	2.00
MOONEY	1501	11-541	5.00	5.00
MULCH 1ST	1701	11-601	2.00	2.00
NANCE FAMILY CAD	1516	11-576	2.00	2.00
NATIONAL STONE/STEEL-CRYDER	1406	11-539	0.00	0.00
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	4.50	4.50
NELSON FARMS	0801	11-423	2.00	2.00
NELSON FARMS NORTH	2205			2.00
NELSON FARMS SOUTH	1608	11-594	2.50	2.50
NEW BEGINNINGS UMC	1515	11-587	2.00	2.00
NORTH FARMS 1-3-5-7	1511	11-563	2.00	2.00
NORTH FARMS 4&8	1615	11-595	2.00	2.00
NORTH FARMS 6&11	1522	11-575	2.00	2.00
NORTH FARMS 9	1915	11-681	2.00	2.00
NORTH LAKE PRESERVE	1910	11-658	2.00	2.00

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NORTH ORANGE 1-1	0213	11-232	2.00	1.00
NORTH ORANGE 1-1 LOT 5578	0709	11-394	2.00	2.00
NORTH ORANGE 1-2 A&B	0401	11-029	1.25	1.25
NORTH ORANGE 2, 3-A&B	0331	11-037	1.25	1.25
NORTH ORANGE 2-2	0302	11-268	1.25	1.25
NORTH ORANGE 3-1	0214	11-248	0.50	0.50
NORTH ORANGE 3-2-B	1202	11-493	2.00	2.00
NORTH ORANGE 3-2-C	0522	11-346	1.50	1.50
NORTH ORANGE PARK	2208	11-729		2.00
NORTH POINT MEADOWS 1	0305	11-281	1.00	1.00
NORTH POINT MEADOWS 2	0421	11-316	2.50	2.50
NORTH POINTE PLAZA	1604	11-569	2.50	2.50
NORTHBROOKE CORPORATE CENTER	0112	11-194	2.00	2.00
NORTHLAKE WOODS 1 & 2	1804	11-659	2.00	2.00
NORTHSTAR 1	0611	11-432	1.25	1.25
NORTHSTAR 1B	2021	11-703	2.00	2.00
NORTHSTAR 1C1	1402	11-543	1.50	1.50
NORTHSTAR 1D	1401	11-546	2.00	2.00
NORTHSTAR FAMILY DENTAL	1803	11-660	2.00	2.00
NORTHSTAR GOLDWELL	2001	11-684	2.00	2.00
NORTHWEST STORAGE	0615	11-330	3.00	3.00
NOVA LANDS US 23	2107	11-716	0.00	2.00
NUCKLES	7001	11-010	60.00	60.00
NUCKLES #20	1003	11-459	6.00	6.00
OAK CREEK 1	1210	11-507	2.00	2.00
OAK CREEK EAST 2	9904	11-108	1.75	1.25
OAKS 1A	0532	11-360	2.50	2.50
OAKS AT BIG WALNUT	2215			0.00
OAKS AT HIGHLAND LAKES 1	0132	11-225	1.75	1.75
OAKS AT HIGHLAND LAKES 2	0201	11-226	1.00	1.00
OAKS AT HIGHLAND LAKES 3	0210	11-224	1.75	1.75
OAKS AT HIGHLAND LAKES 4	0422	11-312	1.00	0.75
OAKS AT HIGHLAND LAKES 5	0328	11-019	1.75	1.25
OAKS AT HIGHLAND LAKES 6	0423	11-311	3.75	3.75
O'BRIEN #440	1102	11-490	4.50	4.50
O'BRIEN #440-ODOT	1103	11-489	2.75	2.75
OLD HARBOR ESTATES 1	1503	11-560	2.00	2.00
OLD HARBOR ESTATES 2	1805	11-661	2.00	2.00
OLD KINGSTON	0718	11-381	11.75	11.75
OLDE STATE FARMS 1	0102	11-195	1.00	1.00
OLDE STATE FARMS 2	0420	11-301	1.75	1.75
OLDEFIELD ESTATES	0417	11-309	1.00	1.00
OLENTANGY BERLIN HS	1613	11-570	2.00	2.00
OLENTANGY CROSSINGS 1-2-3A-7 & LEWIS CENTER	0607	11-390	1.75	1.75
OLENTANGY CROSSINGS 4	0631	11-373	2.00	2.00
OLENTANGY CROSSINGS 5	0632	11-369	1.75	1.75

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OLENTANGY CROSSINGS 6-1	1303	11-505	4.00	5.00
OLENTANGY CROSSINGS 7	0634	11-387	3.75	3.75
OLENTANGY CROSSINGS ACCESS RD	0912	11-446	0.50	0.50
OLENTANGY CROSSINGS LOT 7354	0911	11-447	1.50	1.50
OLENTANGY CROSSINGS SOUTH 1	0639	11-362	2.75	3.25
OLENTANGY ELEMENTARY SCHOOL 1002 #15		11-471	0.75	0.50
OLENTANGY FALLS 1	0637	11-363	3.50	3.50
OLENTANGY FALLS 2	1110	11-491	4.50	3.50
OLENTANGY FALLS 3	1302	11-500	2.00	2.00
OLENTANGY FALLS 4A	1718	11-628	2.00	2.00
OLENTANGY FALLS 4B	1904	11-662	2.00	2.00
OLENTANGY FALLS 5	1717	11-629	2.00	2.00
OLENTANGY FALLS EAST 1-5	1520	11-565	3.00	3.00
OLENTANGY LOCAL SCHOOLS BALE-KENYON RD	0907	11-442	11.25	11.25
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.50	1.50
OLENTANGY MS #6	2110	11-717	2.00	2.00
OLSD ELEM #1	2005	11-688	2.00	2.00
ORANGE CENTRE DEVELOPMENT	0723	11-407	0.00	0.00
ORANGE CORPORATE CENTER	0916	11-456	2.00	2.00
ORANGE GRAND ESTATES	2101	11-718	2.00	2.00
ORANGE POINT COMMERCE PARK	1306	11-512	2.00	2.00
ORANGE POINT OUTPARCELS	1724	11-618	2.00	2.50
ORANGE TWP & PARK PLACE VILLAGE	0312	11-278	4.00	4.00
ORCHARD LAKES 1-3	0427	11-297	1.50	1.50
OXFORD WOODS	2007	11-690	2.00	2.00
PANERA BREAD 36/37	1411	11-553	3.75	3.75
PARK AT GREIF	0128	11-247	0.50	0.50
PARKSHORE 1,2,4	0521	11-318	1.50	1.50
PARKSHORE 3	9907	11-111	1.50	1.50
PEACHBLOW/CONNER LANE	1209	11-508	5.50	5.50
PIATT MEADOWS 1-1&2	9910	11-137	1.50	1.50
PIATT MEADOWS 2 PH 1-3	0014	11-188	0.25	0.25
PIATT PRESERVE 1-4	2023	11-719	2.00	2.00
PLUM ESTATES	9915	11-154	1.75	1.75
POINTE AT SCIOTO RESERVE	1703	11-603	3.00	3.00
POLARIS SELF STORAGE	0534	11-337	0.25	0.25
POTTER	6202	11-002	60.00	75.00
PREMWOOD	0905	11-457	2.00	2.00
PRESERVE AT SELDOM SEEN	0517	11-339	1.25	1.00
PRIMMER LATERAL #3	0703	11-398	3.00	3.00
PRIMMER MAIN	0702	11-378	5.00	5.00
PRIMMER NEILSON LATERAL #140	0704	11-397	2.00	2.00
PRIMROSE SCHOOL	0706	11-393	2.00	2.00
PUMPHREY JOINT COUNTY	5904	11-006	30.00	37.50

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RABBIT RUN	2210			0.00
RANBRIDGE RAVINES	0805	11-458	0.75	0.75
RANDALL HOWISON TRI-COUNTY	5905	11-016	80.00	100.00
RATTLESNAKE RIDGE	0130	11-203	1.50	1.50
RAVINES AT MCCAMMON CHASE	0712	11-413	3.50	3.50
RAVINES AT SCIOTO RESERVE	0605	11-352	2.00	2.00
RAVINES OF ALUM CREEK	0502	11-308	2.50	2.50
RCD SALES OF DELAWARE	1417	11-534	0.25	0.25
REDTAIL ESTATES	1313	11-522	3.25	3.25
RESERVE AT HIDDEN CREEK	1818	11-640	2.00	2.00
RESERVE AT SCIOTO BLUFF	2207			2.00
RESIDENCES AT ORANGE GRAND	1905	11-678	2.00	2.00
RETREAT AT WOODCREST	2008	11-720	0.00	2.00
RIVER BLUFF 1	1908	11-679	2.00	2.00
RIVER BLUFF 2A, 2B, 3	2019	11-721	0.00	2.00
RIVER ROCK FARMS	1316	11-525	2.50	2.50
RIVER RUN	0724	11-405	2.50	2.50
RIVERBEND 1 PH 1&2	0020	11-172	2.50	2.50
RIVERBEND 1-1	9933	11-158	1.25	1.25
RIVERBEND 2	9934	11-140	1.25	1.25
RIVERBEND 2 LOT 7014	0635	11-371	1.00	1.00
RIVERBEND 3	9935	11-152	1.25	1.25
RIVERBEND 4-1&2	0021	11-168	1.00	1.00
RIVERBY ESTATES 2-4	0719	11-375	2.75	2.75
RIVERS EDGE AT ALUM CREEK 1	0144	11-244	1.00	1.00
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	0.75	0.75
ROOF MAIN A	1415	11-537	1.00	0.50
ROOF MAIN B	1416	11-540	2.00	2.00
RUDER EAST	1906	11-646	5.00	5.00
RUDER WEST	2010	11-693	5.00	5.00
S. JAYNES PARK	0815	11-433	0.25	0.25
SACKETT #328	0626	11-382	2.00	2.00
SAGE CREEK 4B	0601	11-358	1.50	1.50
SAGE CREEK 5	1403	11-528	2.50	2.50
SANCTUARY AT THE LAKES	1311	11-504	2.00	2.00
SANCTUARY AT THE LAKES LOT 7851	1525	11-578	4.00	4.00
SCIOTO HIGHLANDS 3	0222	11-238	1.00	1.00
SCIOTO HILLS BASIN	7801	21-052	10.00	10.00
SCIOTO MEADOWS NORTH	2015	11-722	0.00	0.00
SCIOTO MEADOWS SOUTH	2002	11-723	0.00	0.00
SCIOTO RESERVE 1-3	0034	11-189	0.75	0.75
SCIOTO RESERVE 1-4	0125	11-207	1.25	1.25
SCIOTO RESERVE 1-5&6	0225	11-241	2.00	2.00
SCIOTO RESERVE 1-7&8	0320	11-020	3.25	3.25
SCIOTO RESERVE 2-1&2	9936	11-118	0.75	0.75
SCIOTO RESERVE 2-3&4	0110	11-185	1.25	1.25

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SCIOTO RESERVE 3-1&2	0003	11-153	1.25	1.25
SCIOTO RESERVE 3-3&4	0126	11-208	1.25	1.25
SCIOTO RESERVE 3-5	0220	11-237	1.75	1.75
SCIOTO RESERVE 4-1&2	9937	11-119	1.50	1.50
SCIOTO RESERVE 4-10	0306	11-260	0.75	0.75
SCIOTO RESERVE 4-11 A&B	0329	11-017	1.75	1.75
SCIOTO RESERVE 4-12	0408	11-025	1.00	0.25
SCIOTO RESERVE 4-13	0501	11-412	2.00	2.25
SCIOTO RESERVE 4-3&4	0030	11-186	1.50	1.50
SCIOTO RESERVE 4-5&6	0221	11-229	1.25	1.00
SCIOTO RESERVE 4-7	0138	11-200	0.25	0.25
SCIOTO RESERVE 4-8	0204	11-240	1.75	1.75
SCIOTO RESERVE 4-9	0233	11-267	2.00	2.00
SCIOTO RESERVE EXPANSION 1A	0604	11-333	0.50	0.50
SCIOTO RESERVE EXPANSION 1B	0620	11-336	1.75	1.75
SCIOTO RESERVE EXPANSION 2-A&B	0720	11-402	1.75	0.75
SCIOTO RESERVE EXTENSION	2024	11-706	2.00	2.00
SCIOTO RESERVE GOLF COURSE	1410	11-724	0.00	0.00
SCIOTO RIDGE CROSSING	1728	11-617	2.00	2.00
SCOTT #604 LATERAL #2	1811	11-630	3.00	3.00
SHEETS #318	0903	11-439	17.50	21.75
SHEFFIELD PARK 1	0303	11-274	0.50	0.50
SHEFFIELD PARK 2A	0525	11-340	1.50	1.00
SHEFFIELD PARK 3	0721	11-453	1.75	1.75
SHELLBARK RIDGE 2	0137	11-233	1.25	1.25
SHELLBARK RIDGE 4	9920	11-126	1.25	1.25
SHERBROOK 10	0208	11-222	1.25	1.25
SHERBROOK 3	9805	11-103	1.25	1.50
SHERBROOK 4	9902	11-106	0.75	0.75
SHERBROOK 5	0001	11-143	1.50	1.50
SHERBROOK 6	0008	11-121	1.25	1.25
SHERBROOK 7	0107	11-165	1.25	1.25
SHERBROOK 8	0116	11-183	1.25	1.25
SHERBROOK 9	0133	11-223	1.50	1.50
SHERMAN LAKES 1-A&B	0414	11-041	1.50	1.50
SHERMAN LAKES 2	0325	11-276	0.50	0.50
SHERWOOD	0105	11-164	3.50	3.50
SHORES 12	0022	11-178	1.25	1.25
SHORES 13	0413	11-313	1.25	1.25
SIGNATURE DERMATOLOGY	1913	11-663	2.00	2.00
SLACK	5903	11-001	68.75	68.75
SLANE RIDGE	0131	11-204	2.00	2.00
SLATE CREEK	0518	11-324	3.75	3.75
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.00	2.00
SMITH #198	0627	11-377	3.50	3.50
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.25	2.25

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SRI SAIBABA TEMPLE	0630	11-370	2.50	2.00
ST JOHN NEUMANN CATH CHURCH	1107	11-463	1.75	1.75
ST. GEORGES COURT	0537	11-342	0.50	0.50
STEITZ POWERS	5906	11-007	5.25	5.25
STONES THROW	0402	11-043	2.50	2.50
SUGAR RUN	8402	11-056	17.50	21.50
SUMMERFIELD VILLAGE 1&2	9804	11-102	1.00	1.00
SUMMERFIELD VILLAGE 2 PH 1-3	0015	11-179	1.25	1.25
SUMMERWOOD 1	0106	11-167	2.00	2.50
SUMMERWOOD 2	0143	11-218	2.00	2.50
SUMMERWOOD EXTENSION	0535	11-341	3.75	3.75
SUMMERWOOD LAKES 1	0636	11-364	2.00	2.00
SUMMERWOOD LAKES 2	1823	11-641	2.00	2.00
SUMMERWOOD LAKES 3	1606	11-586	2.50	2.50
SUMMIT HOMES	0514	11-304	4.25	4.25
SUNBURY STORAGE	1307	11-510	1.25	1.25
SUNSET COVE ESTATES	1709	11-607	3.00	3.00
SUNSET POINT	1618	11-597	2.00	2.00
SUPERKICK	0624	11-385	1.25	1.25
SV TEMPLE	1902	11-664	2.00	2.00
SWAN LAKE	1722	11-616	2.00	2.00
SYCAMORE TRAIL	1825	11-665	2.00	2.00
TALLEY	8703	11-057	29.00	29.00
TANGER OUTLETS	1508	11-555	2.00	2.00
TARGET AT WEDGEWOOD	1320	11-526	2.00	2.00
TARTAN FIELDS 12-13	0002	11-187	2.25	2.25
TARTAN FIELDS 14-18	9931	11-145	1.50	1.50
TARTAN FIELDS 20 A	0515	11-351	2.25	2.25
TARTAN FIELDS 20 B	0609	11-359	4.00	4.00
TARTAN FIELDS 21	0516	11-348	1.75	1.75
TARTAN FIELDS 8-11	9932	11-146	2.00	2.00
TEETS	7402	11-014	15.00	15.00
THE GROVE	2209			2.00
THE PINES	1821	11-642	2.00	2.00
THOMAS	2004	11-687	3.00	3.00
TRAILS END	1319	11-523	1.50	1.50
TURKEY HILL #722	2106	11-725	2.00	2.00
TWIN ACRES	0403	11-026	1.00	1.00
U.S. RT 23/POWELL RETAIL CTR D	0031	11-166	1.00	1.00
VERIZON WIRELESS RETAIL	1706	11-605	2.50	2.50
VET CLINIC	1101	11-470	2.00	2.50
VILLAGE AT ALUM CREEK 3	9911	11-125	1.25	1.25
VILLAGE AT ALUM CREEK 4	9926	11-139	0.75	0.75
VILLAGE AT ALUM CREEK 5	0114	11-202	1.00	1.00
VILLAGE AT ALUM CREEK 6	0224	11-239	0.75	0.75
VILLAGE AT ALUM CREEK 7	0323	11-022	1.00	1.00
VILLAGE AT BALE KENYON	0520	11-383	1.75	1.75

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VILLAGE AT NORTH FALLS	0409	11-323	0.75	1.00
VILLAGE AT OLENTANGY CROSSINGS 1&2	1419	11-529	2.00	2.00
VILLAGES OF OAK CREEK 10-A&B	9927	11-114	1.75	2.00
VILLAGES OF OAK CREEK 11	0139	11-249	1.00	1.00
VILLAGES OF OAK CREEK 12	0330	11-024	2.50	3.00
VILLAS AT LOCH LOMOND	1707	11-611	2.50	2.50
VILLAS AT MAPLE CREEK	2213			5.00
VILLAS AT OLD HARBOR EAST	2102	11-726	2.00	2.00
VILLAS AT OLD HARBOR WEST 1-3	2103	11-727	2.00	2.00
VILLAS AT TUSSIC	1414	11-552	2.00	2.00
VILLAS AT WALNUT GROVE	0628	11-411	3.00	3.00
VILLAS OF OLENTANGY LEWIS CENTER	1407	11-530	2.00	2.00
VINMAR FARMS 1	0411	11-039	0.50	0.50
VINMAR FARMS 2	0505	11-302	1.50	1.50
VINMAR FARMS 3-A&B	0623	11-391	2.00	2.00
VINMAR VILLAGE 1	1502	11-550	2.00	2.00
VINMAR VILLAGE 2	1616	11-598	2.00	2.00
VINMAR VILLAGE 4&5	1916	11-682	2.00	2.00
WALDENS REVISITED	1612	11-584	2.00	2.00
WALKER WOOD 10-1	9929	11-148	2.00	2.00
WALKER WOOD 10-2	0019	11-198	2.00	1.50
WALKER WOOD 11	9930	11-149	5.00	3.00
WALKER WOOD 12	0026	11-182	1.75	1.50
WALKER WOOD 13	0111	11-193	3.50	3.50
WALKER WOOD 14	0135	11-205	3.00	3.00
WALKER WOOD 2-1	9803	11-101	3.00	2.25
WALKER WOOD 2-2	9922	11-123	3.75	4.75
WALKER WOOD 3-1	9802	11-100	3.50	3.50
WALKER WOOD 3-2	9916	11-128	18.75	10.00
WALKER WOOD 4	9923	11-136	1.50	1.50
WALKER WOOD 5	0134	11-206	1.75	1.75
WALKER WOOD 6	9903	11-107	1.25	1.50
WALKER WOOD 7-1	9924	11-116	2.00	2.00
WALKER WOOD 7-2	0018	11-176	2.50	3.25
WALKER WOOD 8	9928	11-156	2.00	2.00
WALKER WOOD 9	0025	11-175	3.50	3.50
WALNUT GROVE ESTATES 1	0418	11-310	1.25	1.25
WALNUT GROVE ESTATES 2	0726	11-406	2.50	3.00
WALNUT WOODS 1	0226	11-266	1.50	1.50
WALNUT WOODS 2	0332	11-040	3.50	3.50
WARREN FAMILY FUNERAL HOME	1901	11-666	3.00	3.00
WEDGEWOOD	1809	11-624	2.00	2.00
WEDGEWOOD 10	0122	11-210	1.25	1.25
WEDGEWOOD 11	0316	11-283	1.75	1.75
WEDGEWOOD OFFICE PARK	0715	11-401	2.00	2.00

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WEDGEWOOD PARK	0205	11-242	1.00	1.00
WEDGEWOOD PARK 2-A&B	0419	11-314	1.50	1.50
WEDGEWOOD PARK 2C	0528	11-345	2.25	2.25
WEDGEWOOD PARK 2D	0531	11-326	2.00	2.00
WEDGEWOOD PARK NORTH	1710	11-608	2.00	2.50
WEDGEWOOD PLACE 1	1505	11-545	3.00	3.00
WEDGEWOOD PLACE 2	0227	11-269	1.25	1.25
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	2.00	2.00
WESTERVILLE N SELF STORAGE	1206	11-497	2.50	2.50
WESTERVILLE RESERVE 1&2	0006	11-155	2.50	3.25
WHISPER TRACE	0527	11-350	2.50	2.50
WHITETAIL MEADOWS SUB	0023	11-171	1.00	1.00
WILLOW BEND 1	0202	11-234	0.75	0.75
WILLOW BEND 2	0308	11-259	1.50	1.50
WILLOW BEND 3	0416	11-296	1.50	1.50
WILLOW SPRINGS NORTH 1	0530	11-347	1.50	1.50
WILLOW SPRINGS NORTH 2	0321	11-282	1.25	1.25
WILSHIRE 4	0016	11-177	1.25	1.25
WILSHIRE 7	0616	11-327	2.00	2.00
WILSHIRE ESTATES 3-1	0005	11-120	1.50	1.75
WILSHIRE ESTATES 3-2	0007	11-162	1.50	1.50
WILSHIRE ESTATES 5-1&2	0109	11-201	1.75	1.75
WILSHIRE ESTATES 6-A&B	0228	11-265	3.75	3.75
WILSON-ROSSO-LOWE	0318	11-288	5.75	7.00
WINDING CREEK ESTATES SEC 4	1715	11-589	6.75	5.00
WINDSONG	0509	11-321	1.25	1.25
WINGATE FARMS 1&2	1301	11-506	2.50	2.50
WOODCREST CROSSING 2-7	2108	11-728	2.00	2.00
WOODLAND GLEN	0310	11-280	1.25	1.25
WOODLAND GLEN 2	0412	11-032	1.50	1.50
WOODLAND HALL 1	0209	11-231	9.50	9.50
WOODLAND HALL 2	0816	11-420	3.75	3.75
WOODS AT WEEPING ROCK	1504	11-559	2.50	2.50
WOODS AT WILDCAT RUN	0602	11-416	5.50	5.50
WOODS OF DORNOCH 2	0103	11-196	6.25	6.25
WOODS OF DORNOCH 3	0211	11-236	1.00	1.00
WOODS OF DORNOCH 4	0503	11-307	1.25	1.25
WOODS OF DORNOCH 5	1719	11-610	2.00	2.00
WOODS OF MEDALLION	1004	11-468	4.50	4.50
WOODS ON SELDOM SEEN 3-1	0108	11-211	1.25	1.25
WOODS ON SELDOM SEEN 3-2	0203	11-243	3.00	3.00
ZIMMERMAN	0317	11-287	3.00	4.00
WINDSONG	0509	11-321	1.25	1.25
WINGATE FARMS 1&2	1301	11-506	2.50	2.50
WOODCREST CROSSING 2-7	2108	11-728	2.00	2.00

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WOODLAND GLEN	0310	11-280	1.25	1.25
WOODLAND GLEN 2	0412	11-032	1.50	1.50
WOODLAND HALL 1	0209	11-231	9.50	9.50
WOODLAND HALL 2	0816	11-420	3.75	3.75
WOODS AT WEEPING ROCK	1504	11-559	2.50	2.50
WOODS AT WILDCAT RUN	0602	11-416	5.50	5.50
WOODS OF DORNOCH 2	0103	11-196	6.25	6.25
WOODS OF DORNOCH 3	0211	11-236	1.00	1.00
WOODS OF DORNOCH 4	0503	11-307	1.25	1.25
WOODS OF DORNOCH 5	1719	11-610	2.00	2.00
WOODS OF MEDALLION	1004	11-468	4.50	4.50
WOODS ON SELDOM SEEN 3-1	0108	11-211	1.25	1.25
WOODS ON SELDOM SEEN 3-27	0203	11-243	3.00	3.00
ZIMMERMAN	0317	11-287	3.00	4.00

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

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RESOLUTION NO. 23-538

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE HOME ROAD PHASE 4B – SLATE RIDGE II TIF PROJECT:

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

SUPPLEMENTAL APPROPRIATION

45111446-5420	Slate Ridge II TIF Redev Tax Equiv Fd/ Road Construction	2,350,000.00
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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 23-539

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

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

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

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

<u>Permit #</u>	<u>Applicant</u>	<u>Location</u>	<u>Type of Work</u>
UT2023-0117	SPECTRUM	HORSESHOE RD	ROAD BORE
UT2023-0118	AEP	SMOTHERS RD	INSTALL POLES
UT2023-0119	SPECTRUM	SAWMILL PKWY	ROAD BORE

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

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RESOLUTION NO. 23-540

IN THE MATTER OF APPROVING A DELAWARE COUNTY AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT WITH DEL-CO WATER COMPANY, INC., IN SUPPORT OF THE HOLLENBACK BOOSTER PUMP STATION PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has received, on behalf of Delaware County, an allocation of State and Local Fiscal Recovery Funds under the America Rescue Plan Act of 2021 (“ARPA”); and

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WHEREAS, under ARPA, recipients may use funds to make necessary investments in water infrastructure; and

WHEREAS, Del-Co Water Company, Inc., will be constructing the Hollenback Booster Pump Station project (the "Project"), which is a necessary investment in water infrastructure within Delaware County, and has requested ARPA funding in support of the Project; and

WHEREAS, on June 1, 2023, the Board adopted Resolution No. 23-464, making the findings, determinations, and supplemental appropriation necessary to support the Project with ARPA funding; and

WHEREAS, the County Administrator recommends approving an ARPA subrecipient agreement with Del-Co Water Company, Inc., for the Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Delaware County ARPA Subrecipient Agreement:

**DELAWARE COUNTY AMERICAN RESCUE PLAN ACT
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT is entered into by and between **Delaware County, Ohio**, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and **Del-Co Water Company, Inc.**, with its address at 6658 Olentangy River Road, Delaware, Ohio 43015 (the "Subrecipient").

This Agreement is entered into based on the following representations:

- A. The American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), established the Coronavirus State and Local Fiscal Recovery Funds (the "Program") to provide state, local, and tribal governments with resources to the coronavirus pandemic and respond to its economic effects;
- B. The County has been allocated Program funds from the U.S. Department of Treasury ("Treasury") and has identified certain projects eligible for expenditure of Program funds, in accordance with the Act and other applicable laws, rules, regulations and polices, which includes making necessary investments in water infrastructure;
- C. Pursuant to section 307.85 of the Ohio Revised Code, the County may cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the Congress of the United States and, for such purpose, may adopt any procedures and take any action not prohibited by the Constitution of Ohio nor in conflict with the laws of this state;
- D. The Subrecipient is a non-profit corporation that provides water utility service within Delaware County and is experienced and qualified in the administration of federally-funded infrastructure projects; and
- E. The County has the authority to make a sub-award of the Program funds to the Subrecipient for the completion of a necessary investment in water infrastructure of upon the terms and conditions stated herein;

THEREFORE, the County and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is, to the extent required by the Act and its implementing rules and regulations, subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." As a condition precedent of this Agreement, the Subrecipient shall submit to the County a Statement of Internal Controls (ICOFR) that is satisfactory to the Delaware County Auditor.
- b. This Agreement includes:
 - i. Provisions specifying a scope of work that clearly establishes the infrastructure improvements that the Subrecipient is required to make, specifically being the project known as the Hollenback Booster Pump Station (the "Project"). The Scope of Work for the Project is attached hereto as Attachment A, which is, by this reference, fully incorporated herein.
 - ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the duties and obligations required by the Agreement.
 - iii. A provision specifying that the Subrecipient may use Program funds only for the Project described herein.
 - iv. A provision specifying that any Program funds spent in contravention of this Agreement must be refunded to the County.
 - v. In addition to the foregoing, the Subrecipient and the County will be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a

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particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies

(2) CONTACT

- a. The County Administrator (“Program Manager”) shall be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the County’s liaison with the Subrecipient. As part of the Program Manager’s duties, the Program Manager shall appoint one or more designees to monitor and document Subrecipient performance.
- b. The contact information for the Program Manager for this Agreement is:

Tracie Davies
Delaware County
Administrator
91 North Sandusky Street
Delaware Ohio 43015
tdavies@co.delaware.oh.us

- c. The name and address of the representative of the Subrecipient responsible for the administration of this Agreement is:

Glenn Marzluf, P.E.
General Manager / CEO
6658 Olentangy River Rd
Delaware, OH 43015
Gmarzluf@delcower.org

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement, including the Attachments, contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. This Agreement may not be modified except by a written amendment signed by both parties.

(5) BONDING

The Subrecipient shall provide to the County evidence that it is bonded in a sufficient amount to secure faithful performance of its obligations under this Agreement and to cover any obligation of repayment of funding provided under this Agreement in the event repayment is required. Sufficiency shall, at a minimum, equal or exceed the total amount of Program funds to be disbursed to the Subrecipient.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective as of the date all parties have approved and executed this Agreement and shall continue in force and effect until the Program activity authorized herein is concluded, including final reporting and auditing, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. Pursuant to the Act, Program funds shall be obligated not later than December 31, 2024, and fully expended not later than December 31, 2026. The Subrecipient acknowledges and agrees that Program funds not obligated and spent by these dates may be subject to recapture in accordance with the Act. If the County reasonably anticipates that the Program funds are at risk of recapture, then the County may provide written notice to Subrecipient terminating the sub-award, and the Subrecipient shall immediately return to the County any Program funds already distributed to Subrecipient.

(7) FUNDING

- a. The County's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the County’s Board of Commissioners.
- b. This is a reimbursement agreement. The County shall pay to the Subrecipient the total amount of Two Million Dollars and Zero Cents (\$2,000,000.00) within thirty (30) days after Subrecipient provides a certified application for payment, with supporting documentation of the expenditure of at least that amount in furtherance of the construction of the Project, in accordance with and subject to Paragraph (8) INVOICING.
- c. The Subrecipient may use the Program funds only to pay the costs of the Project and for no other purpose.
- d. The provisions of the Act specific to the use of funds shall govern the use of Program funds,

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and any deviation therefrom shall be considered an improper payment subject to recapture.

(8) INVOICING

- a. In order to obtain reimbursement, the Subrecipient must file with the County Program Manager its request for reimbursement and any other information required to justify and support the payment request, including, without limitation, a report of all expenditures as of the date of the request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursement will be made only for expenditures the County Program Manager provisionally determines are eligible under the Act. However, the County’s provisional determination does not relieve the Subrecipient of its duty to repay the County for any expenditures that are later determined by the County or the Federal government to be an improper payment.
- c. The County shall make the reimbursement payment for expenditures deemed eligible under the Act in a timely manner not to exceed thirty (30) days after the receipt of the Subrecipient’s reimbursement request.

(9) RECORDS

- a. As a condition of receiving the Program funds, and as required by applicable law, the County, the Delaware County Auditor, the Ohio Auditor of State, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term “Subrecipient” includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement until such time as the Program has been fully audited and any findings have been resolved.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, “GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- b. When conducting an audit of the Subrecipient’s performance under this Agreement, the County must use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, “GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- c. If an audit shows that all or any portion of the funds disbursed and reimbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and the Act, the Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor acceptable to the Delaware County Auditor and the Ohio Auditor of State. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Subrecipient’s fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the County Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the County.
- f. All Program payments and reimbursements are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the County with monthly reports and a close-out report. These reports must include all the information the Act requires for reporting of the current status and progress of the expenditure of Program funds, in addition to any other information requested by the County.
- b. Monthly reports are due to the County no later than fifteen (15) days after the end of each calendar

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month that the Program is active and must be sent each month until submission of the administrative close-out report.

- c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contemplated in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, the County may withhold reimbursement until they are completed or may take other action as stated in Paragraph (15) REMEDIES.
- e. The Subrecipient must provide additional Program updates or information that may be required by the County.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Federal or State authorities. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the period of this Agreement to ensure timely and proper completion of all tasks.

(13) LIABILITY

The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for, and indemnify and hold the County harmless against, any damages, costs, or expenses caused by such acts or omissions.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the County to reimburse payments will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the County may make reimbursements or partial reimbursements after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further reimbursement.
 - If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 - If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County;
 - If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
 - If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the County may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend reimbursement of all or any part of a request for reimbursement;
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - iv. require the Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible, or

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- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Subrecipient.

(16) TERMINATION

- a. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit access to any document, paper, letter, or other material subject to disclosure as required herein.
- b. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- c. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Subrecipient. The County may, to the extent authorized by law, withhold reimbursement to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

(17) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) CONTRACTING

- a. The Subrecipient shall comply with the applicable procurement and contracting requirements under the Uniform Guidance in selecting and contracting with any contractors to construct the Project funded under this Agreement. The Subrecipient may utilize the County's Federal Procurement Policy or its own policy that complies with the Uniform Guidance.
- b. The Subrecipient shall not subcontract its contractual obligations to administer the Program funds without the County's approval in writing, and Subrecipient shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance from Treasury.
- c. In any contract for construction of the Project, the Subrecipient shall require the contractor to indemnify and hold harmless the County. The Subrecipient shall also include the mandatory Federal contract provisions contained in Attachment B, attached hereto and incorporated herein.

(19) ADMINISTRATIVE COSTS

- a. In accordance with the Act, the reimbursement shall be strictly limited to the construction costs of the Project, which is a necessary investment in water infrastructure that is eligible for use of Program funds.
- b. The Subrecipient acknowledges and agrees that the Program funds shall not be applied to Subrecipients administrative costs in administering the Program or the Project.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Ohio, and venue for any actions arising out of this Agreement will be in the courts of Delaware County, Ohio. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the County under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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(21) LOBBYING PROHIBITION

- a. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by a legislative body or any executive agency.
- b. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) NON-DISCRIMINATION

The Subrecipient hereby agrees that it will not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(24) EQUAL OPPORTUNITY EMPLOYMENT

The Subrecipient hereby agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Attachment A: Scope of Work
Hollenback Booster Station

The Hollenback Booster Station (HBS) will supply water to a new service area known as the Berlin Business Park. The business park will consist of mixed industrial, commercial, and multi-family developments and is located along US 36 between the City of Delaware and the City of Sunbury. Construction of the HBS will occur in phases with increasing capacity to match demand as the service area grows. Initially, the capacity of the booster station will be kept below 1,000 GPM so that existing pipes can be used to convey water. In the final phase the capacity will be 3,700 GPM, which is the buildout demand of the service area. The HBS will convey water through a new 20-inch diameter transmission line to supply water to a new 1.0-million-gallon elevated water storage tank.

The HBS will consist of three or four horizontal split case centrifugal pumps controlled by variable speed drives to reduce motor starting and stopping speeds and to provide for a variable flow rate. Pump operational control will be based on the water level in the new storage tank. Pumps will turn on to fill the tank and then turn off to allow the tank to cycle. Performance and health of the booster station will be monitored through the SCADA system with real-time values transmitted to the central human machine interface panel that will include, flow rate, inlet pressure, outlet pressure, motor temperature, phase monitoring, and other critical performance parameters. Full-loop controls will be provided. Pumps will operate in parallel with one another and be capable of individual isolation without affecting the operation of the booster station. A recirculation line equipped with a pressure sustaining valve will be provided to allow continuous operation of the booster station when the storage tank is isolated from the system for maintenance. A standby generator will be provided to provide full operation of the booster station during a power failure. The pumps and equipment will be housed in a building constructed to meet the aesthetic requirements of the residential development in which it will be located, and it will provide for easy removal of the equipment to accommodate maintenance and replacement.

The engineering design is currently in progress and will be 100% funded by Del-Co Water Company.

The scope of work related to this Subrecipient Agreement is the construction of the Hollenback Booster Station as described above.

**DELAWARE COUNTY
HOLLENBACK BOOSTER PUMP STATION PROJECT
Del-Co Water Company, Inc., Subrecipient Agreement
Attachment B
Contract Provisions for Non-Federal Entity Contracts under Federal Awards**

This project may be funded, in whole or in part, through a Federal Award. All provisions provided below are hereby incorporated by reference into the contract referenced above and in any construction contract for the project:

Appendix II to Part 200 Contract Provisions

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

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administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the County and Subrecipient reserve all rights and privileges under the applicable laws and regulations with respect to this project in the event of breach of contract.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, the County and Subrecipient reserve the right to terminate any contract, subject to the terms and conditions of the contract.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the contract.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, the contractor will follow all applicable Copeland “Anti-Kickback” Act provisions. The project is not subject to Davis-Bacon Act provisions but shall remain subject to Ohio Prevailing Wage requirements.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, contractor certifies that contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the contract.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, contractor certifies that during the term of the contract, contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-

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1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, contractor certifies that during the term of the contract, contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2
C.F.R. § 200.321)

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic Preferences (§200.322)

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Recovered Materials (2 C.F.R. § 200.323)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2
C.F.R. § 200.216)

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889,

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“covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Record Retention (2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-Attended the Transit Authority board meeting last night. They have met several benchmarks for ridership.

Aric Hochstettler, Deputy Administrator
-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-Thank you to Tracie Davies, Dawn Huston and Aric Hochstettler for their help with the state budget.

Commissioner Merrell
-Attended the CCAO board meeting last week.
-Met with Carlos Crawford, Public Defender, concerning indigent defense.

Commissioner Benton
-Attended the Liberty Grand ribbon cutting Tuesday evening.
-Will be attending the Farm Bureau breakfast tomorrow morning.

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RESOLUTION NO. 23-541

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

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

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

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

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

RESOLUTION NO. 23-542

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners