

COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2024

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

Present:

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

**1
RESOLUTION NO. 24-494**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 17, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 17, 2024; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-495**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0626, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0626:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0626, memo transfers in batch numbers MTAPR 0626 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P240311) CCC Environmental	SRF Operations & Maintenance	66211900-5328	\$10,000.00
(P2400935) Menards	SRF Operations & Maintenance	66211900-5201	\$5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2403124	PROPIO LS LLC	INTERPRETER SVS	22411605 - 5301	\$ 6,000.00
R2403717	APO PUMPS AND COMPRESSORS LLC	REPAIR PARTS FOR PULSE AIR SYSTEM	66211900 - 5228	\$ 13,045.91
R2403718	PELTON ENVIRONMENTAL PRODUCTS	DIFFUSERS FOR AERATION TANKS	66211900 - 5228	\$ 18,796.00
R2403728	DALMATIAN FIRE INC	PIPE INSPECTIONS	10011105 - 5328	\$ 7,200.00
R2403731	QUALITY MASONRY CO INC	REPAIR & PAINT BACK STAIRS - HISTORIC COURTHOUSE	40111402 - 5328	\$ 19,170.00

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

**4
RESOLUTION NO. 24-496**

IN THE MATTER OF SETTING THE DATE, TIME, AND PLACE FOR A VIEWING AND A PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS V HOMEOWNERS ASSOCIATION REQUESTING DEDICATION OF FERNDALE PLACE AS A PUBLIC

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RIGHT-OF-WAY:

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

WHEREAS, on May 17, 2024, the Delaware County Board of Commissioners (the "Board") received a petition filed by the Lake-Of-The-Woods V Homeowners Association ("LOWVHOA"), pursuant to section 5553.04 of the Revised Code, requesting the Board adopt a resolution dedicating a 1.742-acre private road owned exclusively by LOWVHOA, known as Ferndale Place, as a public right-of-way, in Genoa Township, Delaware County, Ohio (the "Petition"); and

WHEREAS, pursuant to section 5553.05 of the Revised Code, any resolution adopted pursuant to section 5553.04 of the Revised Code shall fix a date when the Board will view the proposed improvement, and also a date for a final hearing thereon; and

WHEREAS, the Board shall give notice of the time and place for the view and hearing by publication once a week for two consecutive weeks in a newspaper of general circulation in the county, stating briefly the character of such improvement;

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

Section 1. The Board hereby fixes Thursday August 29, 2024, at 9:45A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, for the Board to view the proposed dedication through the use of video technology, and hereby fixes Monday October 21, 2024, at 9:45A.M.. at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, as the date, time, and place for the hearing on the proposed dedication.

Section 2. The Board hereby directs the Clerk to publish notice of the view and hearing once a week for two consecutive weeks in the Delaware Gazette.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including section 121.22 of the Revised Code.

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

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

5**RESOLUTION NO. 24-497****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Emergency Medical Services Department is requesting that Jason Hutchisson attend the State of Ohio APCO / NENA Conference on September 8-12, 2024 in Sandusky, Ohio; at the cost of \$1,056.95.

The Emergency Medical Services Department is requesting that Scott Gano attend the NAEMSE Symposium on August 13-17, 2024 in Pittsburgh, PA; at the cost of \$1,875.00.

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

6**RESOLUTION NO. 24-498****IN THE MATTER OF A NEW LIQUOR LICENSE FROM FIRST WATCH RESTAURANTS, INC., AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1, D2 and D3 license from First Watch Restaurants, Inc., located at 6547 Artesian Run, Ste 120, Orange Township, Delaware, Ohio 43015; and

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

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

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Commissioners.

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

7

RESOLUTION NO. 24-499

IN THE MATTER OF A NEW LIQUOR LICENSE FROM OHIO SPRINGS INC. DBA SHEETZ, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1 license from Ohio Springs, Inc., dba Sheetz, located at 3641 Seldom Seen Road, Liberty Township, Powell, Ohio 43065; and

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

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

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

8

RESOLUTION NO. 24-500

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS HONORING AND EXPRESSING ITS DEEP GRATITUDE TO WARREN W. HYER ON THE OCCASION OF HIS RETIREMENT AS THE EXECUTIVE DIRECTOR OF THE CENTRAL OHIO SYMPHONY:

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

WHEREAS, Warren W. Hyer has served as the Executive Director of the Central Ohio Symphony since 1991 and now, 33 years later, he is retiring from this leadership position; and

WHEREAS, during his three-decade tenure, Hyer has collaborated with conductors Christopher Weait and Jaime Morales-Matos to guide the Symphony from its roots as a small community musical group to the professional orchestra it is today; and

WHEREAS, this success has been due in no small part to Hyer's exemplary skills in grant writing, programming, fund raising and talent recruitment; and

WHEREAS, Hyer has given back to his community in a wide variety of ways, including music-education programs developed for county schools; therapeutic drumming programs; serving on the Mental Health Dockets Joint Advisory Committee for the Delaware Municipal and the Delaware County Common Pleas Courts; and as a founding member and first board president for the Delaware County Convention and Visitors Bureau.

THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby honors and expresses its deep gratitude to Warren W. Hyer on the occasion of his retirement as the Executive Director of the Central Ohio Symphony.

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

9

BRIAN GALLIGHER, DIRECTOR DELAWARE COUNTY VETERANS SERVICE OFFICE PRESENTATION /UPDATE "THE WALL THAT HEALS"

10

RESOLUTION NO. 24-501

IN THE MATTER OF APPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, section 329.06 of the Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the "Community Planning Committee"), whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and

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AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS:

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

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contracts, first amendments, and second amendments with Our Children Our Future, LLC; Caregiver’s Helpers, Inc.; Cincinnati Children’s Hospital – Children’s College Hill Campus; and Enterlock Corp. dba Heaven Sent Homes;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers Our Children Our Future, LLC; Caregiver’s Helpers, Inc.; Cincinnati Children’s Hospital – Children’s College Hill Campus; and Enterlock Corp. dba Heaven Sent Homes:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Our Children Our Future LLC</u></p> <p><u>Address:</u> <u>2850 Byrneside Drive</u> <u>Cincinnati, Ohio 45239</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OUR
CHILDREN OUR FUTURE LLC**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Our Children Our Future LLC (“Provider”) (“First Amendment”) is entered into this June 27, 2024.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2024 through 06/30/2025.
By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

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

- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.

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- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit I. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.
- If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:
- _____
Signature
- _____
Date
- _____
Printed Name
- _____
Title
- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board') shall be listed as the Certificate Holder.

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Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit I – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Caregiver’s Helpers, Inc.</u></p> <p><u>Address:</u> <u>1182 Claycraft Road</u> <u>Gahanna, Ohio 43230</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
CAREGIVER’S HELPERS, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Caregiver’s Helpers, Inc. (“Provider”) (“First Amendment”) is entered into this June 27, 2024.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

A. Article II. This agreement shall have an initial service period of 07/01/2024 through 06/30/2025.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2)

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additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

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

- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

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Signature

Date

Printed Name

Title

- K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. **Article XX.F.** The Delaware County Board of Commissioners (Board’) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

- 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- 1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

- 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
- 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

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

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Caregiver’s Helpers, Inc. (“Provider”) (“Second Amendment”) is entered into this June 27, 2024. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and,

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2024**

Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<u>Name:</u> <u>Cincinnati Children’s Hospital – Children’s College Hill Campus</u>	A. Maintenance B. Administration C. Case Management

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<p>Address: <u>5642 Hamilton Ave</u> <u>Cincinnati, OH 45224</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
CINCINNATI CHILDREN’S HOSPITAL – CHILDREN’S COLLEGE HILL CAMPUS.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Cincinnati Children’s Hospital – Children’s College Hill Campus (“Provider”) (“First Amendment”) is entered into this June 27, 2024.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. **Article II.** This agreement shall have an initial service period of 07/01/2024 through 06/30/2025. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. **Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. **Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. **New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. **New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

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I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

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

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

Signature	Date
Printed Name	
Title	

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

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

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit I – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
CINCINNATI CHILDREN'S HOSPITAL – CHILDREN'S COLLEGE HILL CAMPUS**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and Cincinnati Children's Hospital – Children's College Hill Campus ("Provider") ("Second Amendment") is entered into this June 27, 2024. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 ("Agreement"); and,

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

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

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

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

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

Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2024**

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

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Enterlock Corp dba Heaven Sent Homes</u></p> <p><u>Address:</u> <u>5956 Sunridge Drive</u> <u>Cincinnati, OH 45224</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<ul style="list-style-type: none"> A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
ENTERLOCK CORP dba HEAVEN SENT HOMES**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Enterlock Corp dba Heaven Sent Homes (“Provider”) (“First Amendment”) is entered into this June 27, 2024.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2024 through 06/30/2025.

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

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

- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature	Date
Printed Name	
Title	

- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board’) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
ENTERLOCK CORP dba HEAVEN SENT HOMES**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Enterlock Corp dba Heaven Sent Homes (“Provider”) (“Second Amendment”) is entered into this June 27, 2024. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2024 through 06/30/2025 (“Agreement”); and,

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

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

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

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MINUTES FROM REGULAR MEETING HELD JUNE 27, 2024**

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

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

Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

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

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IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

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

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

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Developmental Disabilities
Office/Department:	Delaware County Board of Developmental Disabilities
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Jodie Davenport
Department Coordinator:	Deborah Faulkner
Vote on Motion	Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

14

RESOLUTION NO. 24-505

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, AND THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD FOR INFORMATION TECHNOLOGY SERVICES:

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

WHEREAS, the Delaware County Auditor recommends approving the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Board of Developmental Disabilities, relative to the provision of information technology services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Board of Developmental Disabilities, relative to the provision of information technology services:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 27TH day of June, 2024, by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Delaware County Board of Developmental Disabilities, 7991 Columbus Pike, Lewis Center, Ohio 43035 (the “Board”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by R.C. §§ 9.482, 307.846, and 307.15, et seq. The Board desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology (“IT”) services to the Board, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of Board IT services.

Section 3 – Division of Responsibilities

The Board shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center

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Administrator, shall administer the services on behalf of the Board, supervise the work of the staff, and advise the Board regarding IT projects. By entering into this Agreement, the Board authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this Agreement.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The Board agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. The Parties mutually acknowledge and agree that the number of virtual servers and user accounts may increase or decrease.

The Board shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the costs of personnel utilized in providing the service. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The Board shall pay all invoices within thirty (30) days of receipt thereof.

Notwithstanding the unit prices stated in this Section, the total amount of compensation under this Agreement shall not exceed One Hundred Eight Thousand Six Hundred Twenty Dollars (\$108,620.00) for the initial term, i.e., July 1, 2024 through June 30, 2025, unless this Agreement is amended in writing signed by both Parties. Maximum compensation amounts for any subsequent term(s) shall be agreed to, in writing, by the Parties prior to the start of any subsequent term.

Section 5 – Records

- 5.1 County and Board acknowledge and agree that Board data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Board.
- 5.2 County and Board acknowledge and agree that this data is not a public record [as defined in R.C. § 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same, and that any records contained within the same shall at all times be considered Board records and not properly the subject of a public records request directed to the County under R.C. § 149.43 and further limited by R.C. § 5126.044.
- 5.3 However, to assist the Board in meeting its responsibilities:
 - (a) County will maintain full access by Board to the Board's data stored in its system.
 - (b) If County receives a public records request for Board records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Board Communications & Public Relations Coordinator as the individual responsible for Board records. County will then immediately forward the request to the Board Communications & Public Relations Coordinator and advise them as to the circumstances of the request and its receipt.
 - (c) County will provide technical assistance to the Board Communications & Public Relations Coordinator, as requested, in compiling and delivering Board data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. § 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Board data received or stored under this Agreement, it must make reasonable efforts to provide Board with prompt notice of such legal requirement prior to disclosure so that Board may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Board in reviewing such material for appropriate redaction prior to disclosure.
- 5.5 Upon termination or expiration of this Agreement, County will return all Board data to Board and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take effect July 1, 2024 upon approval by all Parties hereto and shall continue in full force and effect until June 30, 2025, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives written notice to the other Party, at least sixty (60) days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Either County or Board may terminate the Agreement upon providing sixty (60) days written notice to the other Party. In the case of Termination, the County shall submit a final invoice within sixty (60) days of the Notice of Termination for

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work completed up to the date of termination.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the Board within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Board acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Board agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge that they are political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its respective employees, agents, and volunteers.

Section 11 – Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

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

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

11.5 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 in full force and effect.

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

**15
RESOLUTION NO. 24-506**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
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20411305-5201	Dog and Kennel/Gen Supplies & Equip <1,000	6,610.00
30311341-5319	911 Retention ARPA/Reimbursements-Refunds	1,971.00
22211337-5319	ARPA Accrued Interest/Reimbursements-Refunds	58.00

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

**16
RESOLUTION NO. 24-507**

IN THE MATTER OF APPROVING THE 2025 BUDGET FOR THE DELAWARE COUNTY VETERANS SERVICE COMMISSION AND AUTHORIZING THE NECESSARY LEVY TO RAISE THE AMOUNT APPROVED:

It was moved by Mr. Benton, 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 2025, 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 2025 budget for the Delaware County Veterans Service Commission, as follows:

5001	Salaries	\$834,000
5004	Overtime	\$5,000
500	Total	\$839,000
5101	Health Insurance	\$170,000
5102	Workers Comp	\$8,390
5120	OPERS	\$117,460
5131	Medicare	\$12,166
510	Total	\$308,016
5201	Gen Supplies & Equip <1000	\$52,000
5217	Books and Periodicals	\$100
5224	Uniforms and Clothing	\$3,000
5228	Maint & Repair Supply	\$1,000
5250	Minor tools, equip <\$1000	\$2,000
5260	Inv Tools 1000-4999	\$4,000
5294	Food Supplies	\$2,000
520	Total	\$64,100
5301	Contracted Prof Services	\$75,000
5305	Training	\$3,000
5308	Membership	\$1,000
5309	Travel Mileage Reimbursement	\$12,000
5310	Travel Nontaxable	\$8,000
5311	Taxable Travel Reimbursement	\$300

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5312	Advertising & Legal Notices	\$110,000
5313	Printing	\$3,000
5316	Application/License Fees	\$1,000
5317	Public Relations & Promotions	\$20,000
5320	Software and Computer	\$3,000
5325	Maint Contracts & Agreements	\$1,300
5328	Maint/Repair	\$2,000
5330	Communication Services	\$2,400
5331	Postal/Freight	\$1,000
5332	Cell	\$5,000
5335	Rental	\$45,000
5348	Client Services	\$490,000
5355	Transportation Services	\$60,000
5360	Court Related Services	\$55,000
5380	Other Services	\$100
5381	Catering Services	\$15,000
530 Total		\$913,100
	Total	\$2,124,216

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 0.159 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**17
RESOLUTION NO. 24-508**

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM CF ARCIS VIII LLC:

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

WHEREAS, Sanitary Easements are required for the construction of The Courtyards on Concord sanitary sewer; and

WHEREAS, CF ARCIS VIII LLC has provided the easement for sanitary sewer as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by CF ARCIS VIII LLC:

SANITARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, CF ARCIS VIII LLC, the Grantor for good and valuable considerations to it by the Board of County Commissioners of Delaware County, Ohio, Grantee, whose address is 91 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual, non-exclusive sanitary easement over, through, under, within, upon, and across the area described on the attached Exhibit A (identified as "0.066 Acre Easement #1" and "0.066 Acre Easement #2"), together with ingress and egress over reasonable routes across Grantor's tracts that adjoin the easement area (from the nearest road) when exercising the purposes of this easement, solely for the operation and maintenance of public and or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances. Other than Permitted Exceptions (if any), as defined below, no other utility shall be located within the sanitary

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easement except for crossings as described herein; right angle or near right angle utility crossings (“near right angle” is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over or across the sanitary line and over, across or through this sanitary easement are not restricted, except that all utility crossings under the sanitary sewer or force main shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; any material landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features placed within the sanitary easement after the date hereof without approval and which materially obstruct use of the easement may be removed at any time by the Delaware County Sanitary Engineer or its representatives; in such case the cost of restoration shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor's successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation by or on behalf of Grantor above the sanitary sewer or force main within the sanitary easement shall be subject to approval of the Delaware County Sanitary Engineer; the Delaware County Sanitary Engineer reserves the right to require that all earthwork conducted by or on behalf of Grantor within the sanitary easement be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the County’s reasonable access to the sanitary sewer or force main. Grantee shall be responsible for the costs of operating, maintaining and repairing the easement facilities as well as for any damages arising out of use of the easement, including any damage to the leisure path and existing trees within or near the easement area.

The easement and right-of-way granted herein shall be subject to all matters of record and matters that would be shown by a current and accurate survey (including any existing underground facilities), to the extent affecting the easement tract and/or Grantor’s land (“Permitted Exceptions”).

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever, subject to the Permitted Exceptions.

And the said Grantor for itself and its successors and assigns, hereby covenants with said Grantee, its successors and assigns, that it is true and lawful owner of said premises as recorded in that certain Limited Warranty Deed recorded with the Delaware County Recorder (Deed Book 1263, Page 573) and is lawfully seized of the same in fee simple, subject to the Permitted Exceptions, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, subject to the Permitted Exceptions, and that it will warrant and defend the same against all claims of all persons whomsoever by, through or under Grantor, subject to the Permitted Exceptions. Such easements are granted in perpetuity.

The Grantor has executed this instrument on this 27th day of June, 2024.

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

**18
Tiffany Maag, Director of Environmental Services and Regional Sewer District
MONTHLY SANITARY APPROVAL UPDATE**

**19
RESOLUTION NO. 24-509**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE ENGINEER’S OFFICE:

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

TRANSFER OF FUNDS		
From		
10040421-5801	48140481-4601	\$34,265.10
Road & Bridge/Misc Cash Transfers	Africa Road2020 SIB Loan/Interfund Revenues	

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

**20
RESOLUTION NO. 24-510**

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR WOODCREST CROSSING SECTION 6, BERLIN FARM WEST SECTION 4, BERLIN FARM WEST- ROLOSON/PIATT ROAD, CLARKSHAW CROSSING SECTION 1 PHASE A:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Woodcrest Crossing Section 6’ Berlin Farm West Section 4, Berlin Farm West- Roloson/Piatt Road, Clarkshaw Crossing Section 1 Phase A;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s

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Agreements for Woodcrest Crossing Section 6, Berlin Farm West Section 4, Berlin Farm West- Roloson/Piatt Road, Clarkshaw Crossing Section 1 Phase A as follows:
Woodcrest Crossing Section 6:

OWNER'S AGREEMENT

PROJECT NUMBER: 24045

THIS AGREEMENT, executed on this 27TH day of June, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Woodcrest Crossing Sec 6 further identified as Project Number 24045 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Five Thousand Dollars and No Cents (\$35,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,755,100.00
CONSTRUCTION BOND AMOUNT	\$1,755,100.00
MAINTENANCE BOND AMOUNT	\$175,600.00
INSPECTION FEE DEPOSIT	\$35,000.00

Berlin Farm West Section 4:

OWNER’S AGREEMENT

PROJECT NUMBER: 24041

THIS AGREEMENT, executed on this 27th day of June, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 4 further identified as Project Number 24041 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or

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sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Five Thousand Dollars and No Cents (\$35,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,755,100.00
CONSTRUCTION BOND AMOUNT	\$1,755,100.00
MAINTENANCE BOND AMOUNT	\$175,600.00
INSPECTION FEE DEPOSIT	\$35,000.00

Berlin Farm West- Roloson/Piatt Road:

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OWNER'S AGREEMENT

PROJECT NUMBER: 24042

THIS AGREEMENT, executed on this 27th day of June, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Roloson Piatt Rd further identified as Project Number 24042 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Twenty Two Thousand Dollars and No Cents (\$22,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$551,200.00
CONSTRUCTION BOND AMOUNT	\$551,200.00
MAINTENANCE BOND AMOUNT	\$55,200.00
INSPECTION FEE DEPOSIT	\$22,000.00

Clarkshaw Crossing Section 1 Phase A:

OWNER’S AGREEMENT

PROJECT NUMBER: 24048

THIS AGREEMENT, executed on this 27th day of June, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Clarkshaw Crossing Sec 1 Ph A further identified as Project Number 24048 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty Eight Thousand Dollars and No Cents (\$38,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,282,100.00
CONSTRUCTION BOND AMOUNT	\$1,282,100.00
MAINTENANCE BOND AMOUNT	\$128,300.00
INSPECTION FEE DEPOSIT	\$38,000.00

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

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RESOLUTION NO. 24-511

IN THE MATTER OF APPROVING A MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT WITH WATER & LAND SOLUTIONS, LLC FOR DEL-TR409-2.73 GREEN MEADOWS

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DRIVE:

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

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

This Mitigation Credit Reservation and Purchase Agreement (the "Agreement") is made as of this 27th day of June, 2024, ("Effective Date"), by and between Water & Land Solutions, L.L.C., as ("Seller"), and Delaware County Engineer's Office, as purchaser ("Purchaser").

RECITALS

- A.** Seller is the sponsor and owner of that certain mitigation bank identified as Faith Farms Mitigation Bank, USACE Action No.: LRH-2022-00823 (the "Mitigation Bank"). The establishment, use, operation, and maintenance of the Mitigation Bank are subject to the requirements of that certain Faith Farms Mitigation Bank Banking Instrument ("MBI") approved by the Interagency Review Team (as defined in the "MBI").
- B.** Pursuant to the requirements of the Clean Water Act, regulations promulgated thereunder, and as a condition to the issuance of ID number TBD by the Ohio Environmental Protection Agency ("OEPA") and LRH-TBD by the United States Army Corps of Engineers ("USACE") Purchaser must mitigate for impacts to Wetlands on certain property commonly known as DEL-TR409-2.73 Green Meadows Drive located in Delaware County, Ohio (the "Developmental Impacts").
- C.** Purchaser desires to reserve and purchase from Seller **1.1 Forested wetland bank credits** (the "Reserved Credit"), and Seller has agreed to reserve and sell to Purchaser such Reserved Credits, on the terms and conditions hereinafter set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

- 1. Closing; Term and Termination.** This Agreement shall commence upon the Effective Date and shall automatically expire upon the earlier of 11/30/2024 from the Effective Date or upon Closing on the purchase and sale of the Reserved Credits ("Closing"). In the event the Agreement has expired, and Closing has not occurred, Seller, shall, without any rights, obligations, or liability to Purchaser whatsoever, Seller shall be entitled to retain the Deposit.
- 2. Reservation and Sale of Credits.**
 - a. Reservation of Credits:** So long as Purchaser delivers to Seller this Agreement signed by Purchaser together with a cash deposit in the amount of Seven Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$7,425.00) (the "Deposit) Seller agrees to reserve the Reserved Credits for Purchaser and its project for a period of Ninety (90) from the Effective Date (the "Reservation Period"). Purchaser shall have the right and option to extend the Reservation Period for an additional amount of Seven Thousand Four Hundred Twenty -Five and 00/100 (\$7,425.00) on or before the expiration of the Reservation Period. The Deposit shall, except in the case of default by Seller hereunder, be non-refundable to Purchaser.
 - b. Sale of Credits.** Subject to the terms and conditions of this Agreement and upon thirty (30) days advance written notice to Seller from Purchaser, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Reserved Credits solely to mitigate Development Impacts.
- 3. Purchase Price.** The aggregate purchase price for the Reserved Credits shall be Sixty- Seven Thousand Five Hundred Dollars (\$67,500.00) per Reserved Credit, for a total purchase price of Seventy-Four Thousand Two Hundred Fifty and 00/100 Dollars (\$74,250.00) (the "Purchase Price")
- 4. Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:
 - (a) Deposit.** Within ten (10) days of Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller a cash deposit by check or wire transfer in the amount of Seven Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$7,425.00) (the "Deposit". The Deposit shall, except in the case of default by Seller hereunder, be non-refundable to Purchaser, non-transferrable by Purchaser and shall be applied toward the Purchase Price at Closing.
 - (b) Balance of Purchase Price.** The Purchase Price, less all Deposits paid pursuant to Section 2(a) above, shall be paid by check or wire transfer to the Seller of immediately available funds at Closing in full satisfaction of the Purchase Price.
- 5. Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in Section 4 above.

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6. **Seller's Deliveries.** Upon receipt of the full Purchase Price and within thirty (30) days after Closing, the Seller shall deliver to Purchaser a Bill of Sale evidencing the sale of the Reserved Credits to Purchaser.
7. **Closing Costs.** Seller shall pay the cost of preparing the Bill of Sale, any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's attorney's fees. Purchaser shall pay the cost of Purchaser's attorney's fees any taxes, and any costs customarily paid by purchasers of credits from the Mitigation Bank, if any.
8. **Effect of Condemnation, Regulatory Action or Force Majeure.**
- (a) **Condemnation.** If the Mitigation Bank or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and, in either case, as a result the Seller determines that it will be unable to transfer the Reserved Credits to Purchaser at Closing as specified in this Agreement, then either party may terminate this Agreement by providing written notice thereof to the other at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- (b) **Regulatory Action.**
- (i) If Seller is unable to transfer the Reserved Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- (ii) If Purchaser is prevented by any regulatory agency from acquiring the Reserved Credits from Seller as provided in this Agreement, or if Purchaser's mitigation plan for its Development Impacts is not approved, despite Purchaser's diligent efforts, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be retained by Seller and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- (c) **Force Majeure.** If Seller determines that Seller will be unable to transfer the Reserved Credits, or any part thereof, to Purchaser at Closing as provided in this Agreement because of damage to or loss of the Mitigation Bank resulting from fire, flood, storm, drought, pandemic or other natural disaster, or from any other cause that is not the fault of Seller and is beyond Seller's reasonable ability to prevent or control (a "Force Majeure Event"), Seller shall notify Purchaser that Seller is unable to transfer the Reserved Credits as a result of a Force Majeure Event, whereupon either party may terminate this Agreement by providing written notice to the other party at any time prior to the scheduled date for Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
9. **Limitations on Purchaser's Rights.** Seller's sale and conveyance of the Reserved Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.
10. **Default.**
- (a) **By Purchaser.** If Purchaser fails to make any payment required of it in Section 4 hereunder, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon such termination, (A) if prior to closing, (i) the deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Reserved Credits from Seller (iii) Seller may notify, if required by law, [USACE OR OTHER REQUIRED STATE OR AUTHORITY) of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.
- (b) **By Seller.** If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to

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pursue such remedies as may be available to it at law or in equity.

- (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTYS LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE RESERVED CREDITS, OR WITH RESPECT TO THE RSRVED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

- (d) This Section 10 shall survive Closing or earlier termination of this Agreement.

11. Representations and Warranties. Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

12. Miscellaneous.

- (a) **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.
- (b) **No Third-Party Beneficiary.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.
- (c) **Assignment.** This Agreement may not be assigned by Purchaser without Seller s prior written consent in Seller s sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.
- (d) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.
- (e) **Prior Agreements.** This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.
- (f) **Choice of Laws.** This agreement shall be construed, performed, and enforced under the laws of the State of Ohio.
- (g) **Attorney's Fees.** In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.
- (h) **Counterparts.** This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.
- (i) **Notices.** All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a writing):

If to Seller: Water & Land Solutions, L.L.C.
Attn: Tommy Cousins, President
7721 Six Forks Road, Suite 130
Raleigh, NC 27615

With a copy to: Michael Best & Friedrich LLP
Attn: Michael S. Green, Esq.

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1 South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

If to Purchaser: Delaware County Engineers Office
1610 State Rte. 521
Delaware, OH 43015

- (j) **Legal Capacity of Signatory.** Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal s behalf.

EXHIBIT A
BILL OF SALE

This Bill of Sale is made by Water & Land Solutions, L.L.C. ("Seller") Delaware County Engineers Office ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Mitigation Credit Purchase Agreement dated as of _____ ("Purchase Agreement"), with respect to the sale and purchase of Forested Wetland bank credits generated within the Faith Farms Mitigation Bank in Morrow County, OH. ("Mitigation Site") NOW THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys and transfers to Purchaser 1.10 Forested Wetland Credits from the Mitigation Site, for the purpose of Purchaser’s mitigation of impacts to that certain property commonly known as DEL-TR409-2.73 Green Meadows Drive in Delaware County, Ohio (OEPA ID# TBD and LRH-TBD).

Dated this _____ day of __, 2024.

Water & Land Solutions, L.L.C.

By: Kae Hovater, Authorized Agent

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

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RESOLUTION NO. 24-512

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY ENGINEER, AND SAMSARA INC., FOR THE PURCHASE OF SAMSARA HARDWARE AND USE OF SAMSARA SOFTWARE AS A SERVICE FOR GPS MONITORING:

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

WHEREAS, the Delaware County Engineer recommends approval of an agreement between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Engineer, and Samsara Inc., for the purchase of Samsara hardware and use of Samsara software as a service for GPS monitoring, Samsara Quote No. #Q-1331950;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Engineer, and Samsara Inc., for the purchase of Samsara hardware and use of Samsara software as a service for GPS monitoring, Samsara Quote No. #Q-1331950, as on file.

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

23
RESOLUTION NO. 24-513

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

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

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

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

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UT2024-0124	CINCINNATI BELL	SELDOM SEEN RD	FIBER OPTIC CABLE
UT2024-0125	AEP	CURTIS RD	UTILITY POLES
UT2024-0126	AEP	NORTH RD	REPLACE POLES
UT2024-0127	SPECTRUM	TROY RD	REPLACE EXISTING CABINET
UT2024-0128	CONSOLIDATED ELECTRIC	BERLIN ST	FIBER OPTIC CABLE
UT2024-0129	AEP	SHANAHAN RD	ROAD BORE
UT2024-0130	SPECTRUM	W LOGAN RD	ROAD BORE

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

24
RESOLUTION NO. 24-514

IN THE MATTER OF APPROVING A PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT WITH COLUMBIA GAS OF OHIO FOR DEL-TR29-0.20~GREEN COOK ROAD OVER TRIBUTARY OF ROCKY FORK BRIDGE REPLACEMTN PROJECT:

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

Job Order No. 23-0084129-00

PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT

THIS PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT (this "Agreement") is made this 27th day of June, 2024, by and between Columbia Gas of Ohio, Inc., an Ohio corporation ("Company"), and Delaware County Board of Commissioners (the "Owner").

RECITALS

- A. Company owns and operates a three-inch (3") gas pipeline located in Delaware County, Ohio, that was laid and is existing in accordance with the provisions of a valid right of way; and
- B. Owner wishes to retire 160' of 3" plastic MP main, replaced with 171' of 4" and 3" plastic MP main, of Company's pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below; and
- C. Company is willing to relocate or remove from service the pipeline and related facilities subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. The work contemplated by this Agreement (the "Work") consists of retiring 160' of 3" plastic MP main, replaced with 171' of 4" and 3" plastic MP main. Company may utilize contractors to perform all or any part of the Work.
2. Owner agrees to pay one hundred percent (100%) of the actual cost of the Work, including Company's internal costs and overheads. The cost of the Work is estimated to be Sixty Thousand, Five Hundred Twenty-nine, and 00/100 U.S. Dollars (\$60,529.00).
3. Owner agrees to make an advance payment in the amount of Sixty Thousand, Five Hundred Twenty- nine, and 00/100 U.S. Dollars (\$60,529.00) to Company (the "Advance Payment"). The Advance Payment is the estimated total cost of the Work to accommodate Owner's construction and/or excavation activities in the vicinity of said pipeline. If Owner decides to cancel or postpone indefinitely the contemplated project, Owner agrees to reimburse Company for all costs expended by Company or for which Company remains obligated at the time of the cancellation or indefinite postponement, plus any incremental costs incurred by Company resulting from early termination of the Work. Such amounts shall be deducted from the Advance Payment and any remaining balance shall be returned to Owner. Notwithstanding the foregoing, any costs in excess of the Advance Payment shall be paid by Owner upon receipt of Company's invoice therefor.
4. If Company determines that new rights of way or easements and damage receipts are required, Owner agrees to grant to Company or assist Company in obtaining same on Company's standard right of way agreement and damage receipt forms, free and clear of all liens and encumbrances. All costs incurred by Company in examining title, preparing legal documents, and acquiring and recording said rights of way or easements shall be included in the project costs. If the necessary rights of way or easements, free and clear of all liens and encumbrances, cannot be acquired, then Company may cancel the project and return the unused portion of the Advance Payment.

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5. Upon execution of this Agreement and receipt of the Advance Payment from Owner, Company agrees to commence the Work. Upon receipt of all necessary property rights and required permits and regulatory clearances (including, but not limited to, FERC, EPA, SHPO, DOE, etc.), Company will physically perform the Work. If the necessary permits or regulatory clearances cannot be obtained, Company may cancel the project and return the unused portion of the Advance Payment.
6. Upon completion of the Work and accumulation of all actual costs and overheads through Company's normal accounting procedures, Company shall submit to Owner a statement showing the actual costs incurred. If the actual aggregate costs of the Work exceed the amount of the Advance Payment, Owner, within 30 days of the receipt of Company's invoice, shall submit payment of such excess. If the actual aggregate costs of the Work are less than the amount of the Advance Payment, Company shall submit with the statement of charges a refund for the amount of the difference.
7. This project will not be commenced until such time as the physical alteration of the pipeline will not impair Company's service of gas to its customers.
8. Owner agrees that no permanent and/or temporary structures shall be erected over or within twenty-five (25) feet of either side of said pipeline. Further, Owner shall not place or permit to be placed any permanent or temporary structure within a temporary construction easement twenty-five (25) feet in width and adjoining the south side of the permanent right of way area for the relocated pipeline.
9. Owner represents and warrants that it has all corporate and other authority to enter into this agreement and that the individual executing this Agreement on behalf of Owner is the duly authorized representative of Owner with full authority to bind the Owner.
10. This writing contains the entire agreement of the parties, and all agreements entered into prior to or contemporaneously with the execution of this Agreement are excluded whether oral or written, and this Agreement cannot be changed without the written consent of the parties.
11. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties at the following respective addresses, or at such other address as a respective party may designate from time to time pursuant to a notice duly given hereunder to the other party:

If to Company:

Columbia Gas of Ohio
3550 Johnny Appleseed Court
Columbus, OH 43231
Attention: Mike Magee

If to Owner:

Delaware County Engineer
c/o Delaware County Board of Commissioners
1610 State Route 521, P.O. Box 8006
Delaware, OH 43015
Attention: Joe Warner

12. This Agreement may not be assigned by Owner without the prior written consent of Company, which may be withheld in Company's sole discretion.
13. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state in which the Company's facilities are located, without regard to any choice of law or conflicts of law rules that would direct the laws of another jurisdiction.
14. The provisions of Sections 2, 4, 6, and 8 through 14 shall survive any termination or expiration of this Agreement.

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

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RESOLUTION NO. 24-515

IN THE MATTER OF APPROVING A DEVELOPMENT AGREEMENT FOR BERLIN FARM WEST:

It was moved by Mr. Benton, and seconded by Mrs. Lewis, to approve the following development agreement and authorize the County Administrator to execute the Development Agreement for Berlin Farms West, on behalf of the Board.

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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Agreement”), made and entered into as of June 27, 2024 (the “Effective Date”), by and between **M/I HOMES OF CENTRAL OHIO, LLC** (“M/I Homes”), **LONGHILL LIMITED PARTNERSHIP II AND RDRG FARMS INC.** (each an “Owner” and collectively, the “Owners”) and the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** (the “County”), hereinafter referred to collectively as the “Parties”, under the following circumstances:

WHEREAS, M/I Homes intends to develop certain property as a single-family residential subdivision to be named Berlin Farm West, consisting of approximately 434 building lots, located upon the property of the Owners, located in Berlin Township, Delaware County, Ohio (the “Subdivision”) including the following County Auditor’s tax parcels described on the attached Exhibit A which is incorporated by reference herein (collectively, the “Property”); and

WHEREAS, the Parties have discussed and agreed in concept that it would be mutually beneficial to establish and construct a northerly extension of Roloson-Piatt Road running north from the current terminus to a point at or near the intersection of Curve Road and Roloson Road, providing for access to the Subdivision;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree and bind themselves as follows:

Section 1. County Payment for Dedication of Right of Way. The County agrees to compensate the record Owner of Section B (hereinafter defined) as of the date the Section B Plat (hereinafter defined) is recorded the sum of **Seven Hundred Fifty Thousand Dollars (\$750,000)** (“Section B Payment”) in consideration of the dedication of 3.25 acres of land, more or less, by the Owners as right of way, drainage and grading easements for the extension of Roloson-Piatt Road Section B (“Section B”). The Section B Payment shall be made by the County to the record Owner of Section B at the time the Section B Plat is recorded, which the Owners hereby designate as the recipient of such funds. The record Owner of Section B shall dedicate such lands by plat of subdivision or other instrument acceptable to the County, no earlier than July 31, 2024 and not later than June 30, 2027 (the “Section B Plat”).

Payment shall be made by the County in one or more installments not later than 30 days after one or more of the Owners records the Section B Plat or other instrument of dedication, including all portions of the proposed roadway on the Property. The amount of installment payments, if applicable, shall be based on the pro rata acreage dedicated for Section B with each of multiple subdivision plats or other instrument(s) of dedication, or in some other amount agreeable to the County and the record Owner of Section B.

Section 2. Recipient of Section B Payment to Construct Road through Subdivision in One or More Phases. Upon acceptance of the Section B Payment, the recipient of the Section B Payment shall construct or cause to be constructed, and pay all costs associated with the design, construction and inspection of Roloson-Piatt Road Section B, being a 1,413± foot long segment commencing at the current terminus of Roloson-Piatt Road (Section A) running north to the north line of the proposed Subdivision, as depicted in Exhibit A. The Road shall be a 3-lane section with all necessary drainage and traffic control elements as depicted in plans to be approved by the Delaware County Engineer. Section B shall be substantially completed and open to traffic not later September 1, 2027 (“Section B Completion Date”). In the event that the recipient of the Section B Payment does not construct Section B as required in this Section, said recipient must return the Section B Payment within fifteen (15) business days of the expiration of Section B Completion Date.

Section 3. County to Construct Remaining Portion of Road to Benefit Subdivision. County agrees to establish, acquire, design, construct and inspect Roloson-Piatt Road Section C, being a 1,845± foot long segment commencing at the north line of the Subdivision, and running in a northerly direction, terminating at or near the intersection of Curve Road and Roloson Road (the “Section C”). The Parties agree that the current, fairly estimated cost of Section C is in excess of \$4,500,000, including acquisition, design, construction and inspection. County agrees to substantially complete Section C and open it to the public no later than December 31, 2030. Owners acknowledge that this section of road shall provide special benefits to the Subdivision for which contribution shall be made as specified in Section 4. For the avoidance of doubt, in the event the County does not complete Section C as described herein, the special assessment in Section 4 shall not be assessed against the Owners.

Section 4. Levy of Special Assessment; Apportionment. Owners hereby agree and consent, in lieu of any required cash contribution to the County’s acquisition, design, construction and inspection of Section C, to a special assessment upon the tax duplicate of the Property in a total amount not to exceed **Two Million Six Hundred and Four Thousand Dollars (\$2,604,000)**, apportioned among the County Auditor’s Parcels as set forth on Exhibit A and as described below:

- (a) Upon any residential building lot: \$6,000.00 (\$300.00 per year for 20 years).
- (b) Upon all privately owned, unimproved parcels or tracts of land remaining within the Property as of January 1, 2034, the entire remainder of the assessment, apportioned equally per acre of land, levied in tax year 2034 for collection beginning January 2035.

Such assessment shall be levied upon the tax duplicate for the Property in the second tax year following the recording of a subdivision plat (“platting/platted”) for each residential building lot; *provided*, however, the County may levy and certify the assessment against any parcel within the Property that is conveyed to any owner that is not

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one of the Owners entering into this Agreement. For clarity, and by way of example, a building lot platted during calendar year 2024, shall receive an assessment of \$6,000.00, levied upon the tax duplicate in tax year 2026 and payable with real estate taxes in the amount of \$300.00 annually beginning January 2027.

As of January 1, 2034, if the total amount of the assessment has not been previously levied upon all of the planned, platted building lots, the remaining amount shall be levied upon any unimproved, privately owned acreage within the Property, in tax year 2034 and payable with real estate taxes in equal installments of one-tenth (1/10) of such remaining amount, beginning January 2035, for a period of 10 years. Any building lots subsequently platted within the unimproved and assessed acreage shall be assessed the full amount of \$6,000 for each building lot pursuant to the apportionment described in the preceding paragraphs, and such amount(s) shall be deducted from the remaining amount to be assessed upon the unimproved acreage during the same tax year if prior to the deadline for levy of assessment according to the County Auditor's procedures, or the following tax year if after the deadline.

Public property or property deeded to an association of homeowners for joint ownership, operation and maintenance of public amenities, or reserved for open space, public or common use, shall not be assessed.

The Owners, their respective successors, agents, heirs and/or assigns, may make a written request to amend the apportionment of the special assessment as described above, at any time, and the County shall not unreasonably deny granting of such request; provided, however, the total amount of the assessment shall not be less than **Two Million Six Hundred and Four Thousand Dollars (\$2,604,000)**. If the County amends the apportionment of the assessment, such changes shall become effective during the current tax year if made prior to September 1 (payable with taxes due the following January), or the following tax year if changes are made after September 1.

In order to initiate the special assessment as agreed to herein, the Owner shall sign and deliver to the County, no later than January 31, 2024, a special assessment petition (which shall be substantially in the form set forth on Exhibit B) requesting that the Section C be designed, constructed and installed and that a portion of the cost of the Section C equal to the Owners' contribution of **Two Million Six Hundred and Four Thousand Dollars (\$2,604,000)** be specially assessed against the Property in accordance with this Agreement.

Section 5. Miscellaneous.

(a) Assignment. This Agreement may be assigned by any of the Owners to a purchaser of the Property, and in such case, the terms of this Agreement shall remain in full force and effect as if the Agreement were made originally with such party.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(g) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other

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matters in question between the Owners, their agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- | | | |
|-------|----------------|--|
| (i) | M/I Homes at: | M/I Homes of Central Ohio, LLC
Attn.: Josh Barkan, Vice President of Land
4131 Worth Ave, 3 rd Floor
Columbus, OH 43219 |
| (ii) | the Owners at: | Longhill Limited Partnership II
4050 Lyon Drive
Columbus, OH 43220

RDRG Farms Inc.
1227 Belle Meade Place
Westerville, OH 43081 |
| (iii) | the County at: | County of Delaware, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Attn: County Administrator |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(l) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(m) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(n) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(o) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(p) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(q) Recording. This Agreement shall be a covenant running with the Property, binding on the successors taking title to any parcel within the Property. The Owners grant consent to the County to record this Agreement in the Delaware County Recorder's Office.

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EXHIBIT A

Parcel Number	Current Owner	Acres
418-240-01-056-002	M/I Homes of Central Ohio LLC	5.116
418-240-01-057-001	M/I Homes of Central Ohio LLC	40.039
418-240-30-001-000	M/I Homes of Central Ohio LLC	0.267
418-240-30-002-000	M/I Homes of Central Ohio LLC	0.267
418-240-30-003-000	M/I Homes of Central Ohio LLC	0.284
418-240-30-004-000	M/I Homes of Central Ohio LLC	0.267
418-240-30-005-000	M/I Homes of Central Ohio LLC	0.267
418-240-30-006-000	M/I Homes of Central Ohio LLC	0.284
418-240-30-007-000	M/I Homes of Central Ohio LLC	0.322
418-240-30-008-000	M/I Homes of Central Ohio LLC	0.318
418-240-30-009-000	M/I Homes of Central Ohio LLC	0.258
418-240-30-010-000	M/I Homes of Central Ohio LLC	0.258
418-240-30-011-000	M/I Homes of Central Ohio LLC	0.258
418-240-30-012-000	M/I Homes of Central Ohio LLC	0.258
418-240-30-013-000	M/I Homes of Central Ohio LLC	0.269
418-240-30-015-000	M/I Homes of Central Ohio LLC	0.296
418-240-30-016-000	M/I Homes of Central Ohio LLC	0.286
418-240-30-017-000	M/I Homes of Central Ohio LLC	0.275
418-240-30-018-000	M/I Homes of Central Ohio LLC	0.275
418-240-30-019-000	M/I Homes of Central Ohio LLC	0.275
418-240-30-020-000	M/I Homes of Central Ohio LLC	0.276
418-240-30-021-000	M/I Homes of Central Ohio LLC	0.284
418-240-30-022-000	M/I Homes of Central Ohio LLC	0.277
418-240-30-023-000	M/I Homes of Central Ohio LLC	0.285
418-240-30-024-000	M/I Homes of Central Ohio LLC	0.285
418-240-30-025-000	M/I Homes of Central Ohio LLC	0.278
418-240-30-026-000	M/I Homes of Central Ohio LLC	0.276
418-240-29-001-000	M/I Homes of Central Ohio LLC	0.345
418-240-28-005-000	M/I Homes of Central Ohio LLC	0.329
418-240-28-004-000	M/I Homes of Central Ohio LLC	0.295
418-240-28-003-000	M/I Homes of Central Ohio LLC	0.317
418-240-28-002-000	M/I Homes of Central Ohio LLC	0.314
418-240-28-001-000	M/I Homes of Central Ohio LLC	0.341
418-240-27-004-000	M/I Homes of Central Ohio LLC	0.365
418-240-27-003-000	M/I Homes of Central Ohio LLC	0.290
418-240-27-002-000	M/I Homes of Central Ohio LLC	0.275
418-240-27-001-000	M/I Homes of Central Ohio LLC	0.333
418-240-26-001-000	M/I Homes of Central Ohio LLC	0.341
418-240-25-001-000	M/I Homes of Central Ohio LLC	0.321
418-240-24-001-000	M/I Homes of Central Ohio LLC	0.314
418-240-23-001-000	M/I Homes of Central Ohio LLC	0.314
418-240-22-001-000	M/I Homes of Central Ohio LLC	0.314
Parcel Number	Current Owner	Acres
418-240-21-001-000	M/I Homes of Central Ohio LLC	0.314
418-240-20-001-000	M/I Homes of Central Ohio LLC	0.314
418-240-19-007-000	M/I Homes of Central Ohio LLC	0.329
418-240-19-006-000	M/I Homes of Central Ohio LLC	0.351
418-240-19-005-000	M/I Homes of Central Ohio LLC	0.351
418-240-19-004-000	M/I Homes of Central Ohio LLC	0.331
418-240-19-003-000	M/I Homes of Central Ohio LLC	0.331
418-240-19-002-000	M/I Homes of Central Ohio LLC	0.389
418-240-19-001-000	M/I Homes of Central Ohio LLC	0.421
418-240-18-003-000	M/I Homes of Central Ohio LLC	0.371
418-240-18-002-000	M/I Homes of Central Ohio LLC	0.285
418-240-18-001-000	M/I Homes of Central Ohio LLC	0.285
418-240-30-014-000	M/I Homes of Central Ohio LLC	17.577
418-240-01-056-000	Longhill Limited Partnership II	84.215
418-240-01-057-000	Longhill Limited Partnership II	12.070
418-230-01-002-003	Longhill Limited Partnership II	16.807
418-230-01-002-002	Longhill Limited Partnership II	18.665
418-230-01-002-000	RDRG Farms Inc.	61.554

EXHIBIT B

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[Form of Special Assessment Petition]

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

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RESOLUTION NO. 24-516

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF A PETITION, FILED BY M/I HOMES OF CENTRAL OHIO, LONGHILL LIMITED PARTNERSHIP II AND RDRG FARMS, INC., REQUESTING THE CONSTRUCTION OF IMPROVEMENTS TO AN EXTENSION OF ROLOSON-PIATT ROAD LOCATED IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO, AND ASSESSING THE COST THEREFOR, AND SETTING DATE, TIME, AND PLACE TO VIEW THE PROPOSED IMPROVEMENTS:

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

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

WHEREAS, on June 27, 2024 M/I Homes of Central Ohio, Longhill Limited Partnership II, and RDRG Farms, Inc., jointly filed a petition with the Delaware County Board of Commissioners (the "Board") requesting the construction of improvements to an extension of Roloson-Piatt Road located in Berlin Township, Delaware County, Ohio, (the "Improvements"); and

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

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

Section 1. The Board hereby acknowledges receipt of the petition filed by M/I Homes of Central Ohio, Longhill Limited Partnership II, and RDRG Farms, Inc., requesting construction of the Improvements.

Section 2. The Board hereby sets **Monday, July 8, 2024, at 9:45A.M.**, as the date and time to view the Improvements. The view shall be conducted through photography and videography in the Board's Hearing Room at 91 North Sandusky Street, Delaware, Ohio 43015.

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

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RESOLUTION NO. 24-517

IN THE MATTER OF SELF-CERTIFYING AN INCREASED MICRO-PURCHASE THRESHOLD FOR PROCUREMENTS INVOLVING THE USE OF FEDERAL FUNDS:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") is, from time to time, the recipient of grant funding from the government of the United States and its federal agencies ("Federal Funds"), which the Board utilizes to procure goods and services in accordance with grant requirements; and

WHEREAS, when utilizing Federal Funds, the Board is required to comply with the procurement requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), including the procurement methods set forth in 2 CFR 200.320; and

WHEREAS, pursuant to 2 CFR 200.320(a)(1)(ii), the Board may make "micro-purchases," defined as a purchase of supplies or services, the aggregate amount of which does not exceed the "micro-purchase threshold," without soliciting competitive price or rate quotations if the Board considers the price to be reasonable based on research, experience, purchase history or other information and documents the purchase accordingly; and

WHEREAS, pursuant to 2 CFR 200.320(a)(1)(iii) and (iv), the Board may self-certify a micro-purchase threshold up to \$50,000 on an annual basis, subject to documentation in accordance with the rule; and

WHEREAS, pursuant to section 307.86 of the Revised Code, the Board is not required to engage in competitive bidding for any purchase not exceeding \$75,000;

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

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Section 1. The Board hereby establishes a micro-purchase threshold of \$50,000 for any procurement utilizing Federal Funds, in accordance with the Uniform Guidance.

Section 2. The Board hereby self-certifies the \$50,000 micro-purchase threshold for any expenditure of Federal Funds in the current fiscal year, in accordance with 2 CFR 200.320(a)(1)(iii) and (iv).

Section 3. The Board hereby finds and determines that the increased micro-purchase threshold is justified because it more closely aligns with procurement requirements for state and local funds, promoting consistent and efficient procurement administration, and because Delaware County meets the risk assessment criteria set forth in 2 CFR 200.320(a)(1)(iv).

Section 4. The Board hereby directs the Clerk to provide a copy of this Resolution to the Delaware County Auditor. The Board shall maintain documentation supporting this self-certification, and documentation of all micro-purchases made in accordance with this self-certification, to be made available to Federal awarding agencies and auditors, in accordance with 2 CFR 200.320(a)(1)(iv) and 2 CFR 200.334.

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

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

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RESOLUTION NO. 24-518

IN THE MATTER OF CERTIFYING AND AUTHORIZING SUBMISSION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") entered into an intergovernmental cooperation agreement with the City of Delaware for the joint analysis of impediments to fair housing, to be completed by Kleinfelder, Inc.; and

WHEREAS, the Economic Development Coordinator recommends the Board certify and authorize submission of the Analysis of Impediments to Fair Housing;

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

Section 1. The Board hereby certifies the Analysis of Impediments to Fair Housing:

Section 2. The Board hereby directs the Economic Development Coordinator to submit the Analysis of Impediments to Fair Housing, and any supporting documents, to the Ohio Department of Development.

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

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ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston- will be receiving pre renewal numbers for CEBCO very soon and the final numbers will be released in September.

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis – Nothing to report.

Commissioner Benton – he will be attending a CEBCO Board Meeting on 06/28/24, he attended a local Agriculture Easement Board meeting on 06/26/24, he will be attending a Regional Planning meeting on 06/27/24. Congratulations to the Accounting Department for receiving a State Award for Land Bank.

Commissioner Merrell - Nothing to report.

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RESOLUTION NO. 24-519

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES, TO CONSIDER THE SALE OF PROPERTY AT

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COMPETITIVE BIDDING AND FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

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

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

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

Section 1. The Board hereby adjourns into executive session to consider the purchase of property for public purposes, to consider the sale of property at competitive bidding and for security arrangements and emergency response protocols.

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

RESOLUTION NO. 24-520

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners