

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2018

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. 18-426

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 16, 2018:

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") met in regular session on April 16, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-427

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0418:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0418 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
	PR			
Number	Vendor Name	Line Description	Account	Amount
R1802477	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$100,000.00
R1803087	EASTWAY CORPORATION	RESIDENTIAL TREATMENT CONTRACT	22511607 - 5342	\$ 15,000.00
R1803106	MARYHAVEN INC	Residential Treatment Contract	22511607 - 5342	\$ 15,000.00
R1803164	ASSIST 4 DENTIST LLC	TUITION, BOOKS, EXAM FEES	22311611 - 5348	\$ 6,000.00

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

5
RESOLUTION NO. 18-428

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 Jo Tranchita attend an EMS World Expo in Nashville, TN from October 29-November 3, 2018 at the cost of \$1180.00 (fund number 10011303).

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The Emergency Medical Services Department is requesting that Captain Joe Farmer, Captain Jude James, Lieutenant Jessica Murray, Seth Riddlebarger and Josh Harper attend an EMS World Expo in Nashville, TN from October 30-November 3, 2018 at the cost of \$4805.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Lieutenant Dan Jividen attend an Advanced CIT Training in Columbus, OH on April 20, 2018 at no cost.

The Emergency Medical Services Department is requesting that Mike Sherron attend a Trauma Symposium in Columbus, OH on May 3, 2018 at no cost.

The Emergency Medical Services Department is requesting that Frank Meredith attend an OSU Stroke Conference in Columbus, OH from May 8-9, 2018 at no cost.

The Adult Court Services Department is requesting that Jarrod Burton, Erin Rohrer, Nick Dean, Cody Rodgers, Lindsey Jacobs, Heather Hart and Mark Taglione attend the 17th Annual Ohio Community Corrections Association Conference in Dublin, Ohio from May 3-4, 2018 at the cost of \$1680.00 (fund number 25622303).

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

**6
RESOLUTION NO. 18-429**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MARCH 2018:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of March 2018.

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

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

**7
RESOLUTION NO. 18-430**

IN THE MATTER OF APPROVING AN AGREEMENT ACCEPTING A DONATION OF NARCAN FROM CARDINAL HEALTH:

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

Whereas, the Chief of Emergency Medical Services recommends approval of an agreement to accept a donation of Narcan from Cardinal Health;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following agreement:

Cardinal Health

Delaware County Emergency Medical Services
10 Court St. Delaware, Ohio 43015

Dear Mr./Ms. _____ :

This letter confirms the agreement between Cardinal Health 110, LLC (“**Cardinal Health**”) and Delaware County Emergency Medical Services (the “**Recipient**”) and sets forth the terms under which Cardinal Health will provide Narcan® (naloxone HCl) (the “**Goods**”) free-of-charge to the Recipient for the sole and express purpose of the Recipient providing the Goods free-of-charge to those certain qualified first responder organizations and law enforcement agencies / personnel as are mutually agreed upon by Cardinal Health and the Recipient from time to time (the “**Designated First Responders**”). The Goods provided by Cardinal Health hereunder shall be solely used by such the Designated First Responders for the treatment of a known or suspected opioid overdose in accordance with the instructions for use provided by the manufacturer of the Goods.

By signing this Agreement, Recipient agrees to and confirms all of the provisions of this Agreement, which are as follows:

1. Designated First Responders. The initial list of the Designated First Responders is attached to this letter agreement (the “**Agreement**”) as **Exhibit A**. If the parties mutually agree to specify additional first responder organizations or law enforcement agencies / personnel as Designated First Responders after the date of this Agreement, the parties shall amend **Exhibit A** accordingly. Notwithstanding any other provision

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in this Agreement, Cardinal Health may remove a Designated First Responder from the list at any time by providing written notice to the Recipient. In such an instance, the Recipient shall not provide any Goods to the removed Designated First Responder following receipt of Cardinal Health's notice.

2. Use of Goods. The Recipient shall only provide the donated Goods to the Designated First Responders, and the Recipient shall ensure that the Designated First Responders solely use the donated Goods for the treatment of a known or suspected opioid overdose in accordance with the instructions for use provided by the manufacturer of the Goods.

3. Goods Donated. The parties acknowledge, and the Recipient hereby affirms, that the Goods are not being transferred by Cardinal Health to the Recipient in exchange for money, property, services, or anything else of value.

4. Not for Resale. The Recipient shall not sell or otherwise transfer the Goods to any third party other than the Designated First Responders in accordance with Section 1 of this Agreement. Furthermore, for the sake of clarity, the Recipient, on behalf of itself and the Designated First Responders, hereby represents and warrants to Cardinal Health that: (i) no one (not the Recipient, not any Designated First Responder to whom the Recipient provides the Goods, nor any other third party) shall sell or otherwise transfer the Goods to any third party in exchange for money, property, services, or anything else of value, and (ii) no one (not the Recipient, not any Designated First Responder to whom the Recipient provides the Goods, nor any other third party) shall seek reimbursement for the Goods under any governmental or commercial insurance plan or health plan.

5. Shipment and Title. Cardinal Health shall ship the Goods to the Recipient FOB destination in such quantity and in accordance with such delivery schedule as is mutually agreed upon by the parties from time to time. Title and risk of loss for the Goods shall pass to the Recipient upon delivery to Recipient's agreed upon delivery location.

6. Reporting. On a monthly basis, the Recipient shall report to Cardinal Health at such time, in such manner, and in such form as is directed by Cardinal Health from time to time: (i) the quantity of the Goods provided by the Recipient to each Designated First Responder during the month, and (ii) the date upon which such Goods were provided to each such Designated First Responder during the month. The Recipient shall cause each Designated First Responder to acknowledge receipt of the Goods provided by the Recipient at such time, in such manner, and in such form as is directed by Cardinal Health from time to time. The obligations in this Section shall survive the expiration or earlier termination of this Agreement and remain in effect through the month immediately following that certain month in which the Recipient provides to the Designated First Responders the last of the Goods provided by Cardinal Health to the Recipient under this Agreement.

7. Audit. The Recipient will maintain records pertaining to this Agreement and its provision of the Goods to the Designated First Responders for a period of two years following the expiration or earlier termination of this Agreement. Upon at least fifteen (15) days advance written notice to the Recipient, Cardinal Health shall have the right to have a Cardinal Health employee or a mutually agreed upon independent third party auditor review those records of the Recipient that are relevant to the Recipient's performance under this Agreement. Any such audit shall be conducted during normal business hours. The Recipient agrees to comply with the auditor's reasonable requests for information needed to conduct the audit.

8. Term. The initial term of this Agreement shall commence on that certain date upon which the Recipient countersigns / executes the Agreement, and it shall continue in effect for eighteen (18) consecutive calendar months thereafter.

9. Warranty Disclaimer and Limitation of Liability. Recipient, on behalf of itself and the Designated First Responders, acknowledges agrees that: ALL OF THE GOODS ARE BEING PROVIDED BY CARDINAL HEALTH "AS IS" AND THAT CARDINAL HEALTH SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CHARACTER, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS TRANSFERRED UNDER THIS AGREEMENT. RECIPIENT FURTHER ACKNOWLEDGES AND AGREES THAT CARDINAL HEALTH SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

10. Release. Recipient, on behalf of itself and the Designated First Responders, hereby releases and discharges Cardinal Health, its parent, affiliates and subsidiaries and their respective officers, directors, agents and employees from any and all claims and causes of action, arising in whole or part related to the Goods donated under this Agreement (including any claim or cause of action brought by any end user of the Goods), whether such claims or causes of action are known or unknown, contingent or matured, or joint, several or individual.

11. Inspection of Goods. Recipient shall inspect all Goods transferred under this Agreement and shall assume the risk of using the Goods "as is," shall correct any dangerous conditions before transferring the

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Goods, and shall send written notification of such conditions to all prospective transferees from, or assignees of, Recipient.

12. Compliance with Laws. The Recipient will comply with all applicable laws, rules and regulations.

13. Announcements. Recipient shall not issue any press release or other public announcement related to this Agreement, verbally or in writing, referring to Cardinal Health or any entity which controls, is controlled by or under common control of Cardinal Health without Cardinal Health’s prior written consent. Recipient, on behalf of itself and the Designated First Responders, agrees to allow Cardinal Health, and its employees, agents, and contractors to use and disclose the Recipient’s and each Designated First Responder’s name and details regarding Cardinal Health’s provision of the Goods under this Agreement in certain communications, marketing, and/or media activities.

14. Permits/Licenses. Recipient confirms, on behalf of itself and the Designated First Responders, that all applicable licenses and permits have been obtained to receive, transport and use the Goods. Upon request, Recipient will submit to Cardinal Health copies of all applicable existing and new or renewed permits, licenses, and other written approvals which it must hold in order to legally: (i) receive; (ii) transport (if applicable); (iii) use, and (iv) if necessary, dispose of the Goods.

15. Complete Agreement. This Agreement shall constitute the entire Agreement between the parties as to the Goods. Except as otherwise set forth herein, any modifications or deletions must be accepted in writing by both parties. The subject matter of this Agreement shall be governed by the terms of this Agreement rather than by terms set forth in any purchase order or confirmation by the Recipient or Cardinal Health.

Please indicate the Recipient’s agreement with the terms and conditions of this Agreement by having an authorized party sign the Agreement below and return it to me.

Very truly yours,
Debbie Weitzman
President, Pharmaceutical Distribution

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

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RESOLUTION NO. 18-431

IN THE MATTER OF THE RETIREMENT OF POLICE DOG LACY:

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

WHEREAS, the Delaware County Sheriff’s Office’s police dog, Lacy, is no longer fit for duty due to age; and

WHEREAS, Delaware County wishes to permit Deputy Scott Gaines to purchase the police dog for one dollar, pursuant to R.C. 9.62;

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

Section 1. Delaware County shall offer police dog Lacy for sale to Deputy Scott Gaines for one dollar.

Section 2. The sale shall be conditioned upon Deputy Gaines accepting sole responsibility for the care, maintenance, and support of the police dog and the deputy indemnifying Delaware County for all claims that may arise from the deputy’s ownership of the police dog. The Sheriff’s Office is authorized and directed to take all steps necessary to complete the sale.

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

9
RESOLUTION NO. 18-432

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SCIOTO RIDGE CROSSING SECTION 3:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Scioto Ridge Crossing, Section 3;

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement

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plans for Scioto Ridge Crossing Section 3 for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 18-433

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR THE PARK AT SELDOM SEEN PHASE 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for the Park at Seldom Seen Phase 1;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Sanitary Sewer Subdivider's Agreement for The Park at Seldom Seen Phase 1:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 19th day of April 2018, by and between **the City of Powell**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **The Park at Seldom Seen, Phase 1**, dated **02/05/2018**, and approved by the County on **February 22, 2018**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **0** single family residential equivalent connections approved with this Agreement. Phase 1 includes a connection for a proposed building, which will require a Commercial Tap Fee Form be submitted to the County. The number of residential equivalent connections will be determined following submittal of this form.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a one (1) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **The Park at Seldom Seen, Phase 1**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **The Park at Seldom Seen, Phase 1 (\$315.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **The Park at Seldom Seen, Phase 1 (\$720.08)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **The Park at Seldom Seen, Phase 1** as required by the County.

SECTION V: CONSTRUCTION

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

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the County Commissioners.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid.
- (5) Documentation showing the required sanitary easements.

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

The Subdivider, for a period of one (1) year after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon

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acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the one (1) year period.

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

SECTION VIII: SIGNATURES

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

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Had the chance to hear Bill Fruth speak yesterday at Ohio Wesleyan.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-Met with the Head of the Ohio School Board Association
-Met with Franklin County Administrator Ken Wilson and Commissioner John O'Grady.
-Will be presenting at CCAO tomorrow morning.

Commissioner Benton
-Will be attending the CCAO Taxation and Finance committee meeting tomorrow at 10:00.
-MORPC will be holding their annual State of the Region today.
-The Records Commission met yesterday.
-The Community Enhancement Grant presentations were held yesterday.

Commissioner Merrell
-No reports.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners