

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 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**

**1:30 P.M. Viewing For Consideration Of The Homestead At Scioto Reserve Section 1 Drainage Maintenance Improvement Petition**

**Moment Of Silence,**  
**Westerville Police Officers Eric Joering and Anthony Morelli**

**1**  
**RESOLUTION NO. 18-133**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 8, 2018:**

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 February 8, 2018; 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              Mrs. Lewis              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**TRIBUTE FOR DON E. FISHER**

**5**  
**RESOLUTION NO. 18-134**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0209:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0209 and Purchase Orders as listed below:

Number	Vendor Name	Line Description	Account	Amount	Line
R1801977	JOHN DEERE FINANCIAL	DIESEL FUEL FOR MEDIC TRUCK	10011303 - 5228	\$25,000.00	0001
R1802002	BOUND TREE MEDICAL LLC	EMS PHARMA MEDICAL SUPPLIES	10011303 - 5243	\$72,000.00	0001
R1802043	PELTON ENVIRONMENTAL PRODUCTS	POLYMER BLEND UNIT - ALUM CREEK	66211904 - 5450	\$32,026.00	0001
R1802094	MOTOROLA SOLUTIONS INC	5 MOTOROLA PORTABLE RADIOS	21411306 - 5260	\$20,763.40	0001
R1802110	INFORMATION MANAGEMENT	ARCHIVE WRITER - RECORDS CENTER	41711436 - 5450	\$50,020.00	0001
R1802113	INSIGHT PUBLIC SECTOR INC	IN CAR VIDEO SYSTEMS - SHERIFF - RESOLUTION 18-102	41711436 - 5450	\$53,601.66	0001
R1802114	BRITE COMPUTERS	RESOLUTION 18-102	41711436 - 5450	\$26,055.00	0001

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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

**6**

**RESOLUTION NO. 18-135**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Department of Job and Family Services is requesting that Sherry Melvin and Alison Pittman attend a 2018 Council on Welfare Fraud Conference in Mount Sterling, Ohio from April 19-20, 2018 at the cost of \$420.20.

The Economic Development Department is requesting that Bob Lamb attend a CDFA Finance WebCourse from February 21-22, 2018 at the cost of \$875.00 from fund number 21011113.

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

**7**

**RESOLUTION NO. 18-136**

**IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE KINGSTON TOWNSHIP #2017-1 DRAINAGE IMPROVEMENT PETITION FILED BY MARIBETH MELUCH AND OTHERS:**

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Maribeth Meluch, and Others, filed a petition with the Clerk of the Board of Commissioners on September 1, 2017, in favor of certain improvements to the Kingston Township #2017-1 Drainage Improvement Watershed (the "Petition"); and

WHEREAS, Rochelle Yoke, was not a petitioner; and

WHEREAS, on February 1, 2018, before the end of the first hearing on the petition, Rochelle Yoke filed an Application for Amendment of the Petition to include 8777 Kilbourne Road, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Rochelle Yoke (*Richard Yoke*), 8777 Kilbourne Road was listed in the Petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners had, on November 20, 2017, held a view of the proposed improvements; and said viewing would have included area in the Application for Amendment; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:**

Section 1. The Application for Amendment of the Petition for the Kingston Township #2017-1 Drainage Improvement Watershed ("the Petition") is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Rochelle Yoke (*Richard Yoke*), 8777 Kilbourne Road.

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(Application is available in the Commissioner's Office until no longer of Administrative Value).

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

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018

8

RESOLUTION NO. 18-137

IN THE MATTER OF SCHEDULING A JOINT DELAWARE COUNTY /DELAWARE CITY  
SESSION FOR 7:00P.M. ON THURSDAY FEBRUARY 15, 2018:

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

Whereas, The Delaware County Commissioners and the Delaware City Council wish to meet in a joint session; and

Whereas, a joint session will occur on Thursday February 15, 2018 at 7:00p.m. at the Delaware City Hall Council Chambers, 1 South Sandusky Street Delaware, Ohio 43015;

Therefore, be it Resolved, on Thursday February 15, 2018 the Delaware County Commissioners will participate and attend a special joint session with the Delaware City Council at 7:00p.m. at the Delaware City Hall Council Chambers, 1 South Sandusky Street Delaware, Ohio 43015.

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

9

RESOLUTION NO. 18-138

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING  
AN EXCEPTION TO RESOLUTION NO. 09-04 (ALLOWING FOR THE LIVE STREAMING OF  
COMMISSIONERS SESSIONS FOR THE BOARD OF COMMISSIONERS):

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

Whereas, Resolution No. 09-04 addresses the live streaming of the sessions for the Delaware County Board of Commissioners (the "Board"); and

Whereas, the Board wishes to make an exception to Resolution No. 09-04 for the Thursday February 15, 2018 special joint session with the Delaware City Council;

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

Section 1. The Clerk of the Board is hereby directed to maintain a full record of the Board's Thursday February 15, 2018 special joint session with the Delaware City Council, by electronic means, except that only the audio of the Board's Thursday February 15, 2018 special joint session with the Delaware City Council shall be recorded.

The special joint session with the Delaware City Council will not be broadcast by live streaming. Minutes taken from the special joint session with the Delaware City Council shall be subject to approval, in accordance with section 305.11 of the Revised Code.

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

10

RESOLUTION NO. 18-139

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE  
COUNTY BOARD OF COMMISSIONERS AND TRANE U.S., INC. FOR THE DELAWARE  
COUNTY HAYES BUILDING CONTROLS UPGRADE:

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

Whereas, the Director of Facilities recommends approval of the following service agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following service agreement with Trane U.S., Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 12<sup>th</sup> day of February, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Trane U.S. Inc., 2300 Citygate Drive, Suite 100, Columbus, OH 43219-3652 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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- 1.1 The Contractor will provide "Services" in connection with the following "Project":  
**Delaware County Hayes Building Controls Upgrade**
- 1.2 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
- Trane Proposal dated 1/4/18.
- USC Quote #:** 34-140858-18-001, Contract 15-JLP-023
- Controls systems and equipment
- Provide and install one (2) Tracer Comm Bridges to replace the existing BMTW BCU hardware
  - Provide and install one (1) Tracer SC web-based BAS
  - Provide BACnet IP communication to existing legacy HVAC unit controllers
  - Setup new 3D animated equipment graphics with adjustable setpoints, alarm routing (email capable), time of day scheduling, standard 7-day 15-minute interval trend logs
  - Setup space temperature setpoint limits for enabled space temperature sensor thumbwheels
  - Setup BAS space temperature setpoint control for disabled space temperature sensor thumbwheels
- Controls systems services included
- Project Management
  - Control Panel(s) and Line/Low Voltage Wiring installation
  - Control System Programming & Graphics
  - Control System Commissioning
  - Owner Control System Operational Training
- Controls systems services not included
- Replacement of existing devices/sensors quoted as "assumed" to be in working condition
  - Any temporary controls
  - Repair or replacement of any additional equipment being controlled that is found to be defective
- Proposal Notes/ Clarifications
- All work to be performed during normal business hours (7:30am to 4:30pm, M-F, non-holidays)
  - Proposal does not include "Premium Time" or Price Contingency therefor
  - Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
  - Controls for any systems not listed above are excluded
  - Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- 2 SUPERVISION OF WORK**
- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement
- 3 AGREEMENT AND MODIFICATIONS**
- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.
- 4 FEES AND REIMBURSABLE EXPENSES**
- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be \$20,600.
- 4.3 Total compensation under this Agreement shall not exceed \$20,600 without subsequent modification.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

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

Contractor:

Name of Principal in Charge: Blake Moore  
 Address of Firm: 2300 Citygate Dr  
 City, State, Zip: Columbus, OH, 43219  
 Telephone: 614-473-3500  
 Email: bdmoore@trane.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 INDEMNIFICATION**

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**10 INSURANCE**

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

**11 MISCELLANEOUS TERMS AND CONDITIONS**

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
  
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**11  
RESOLUTION NO. 18-140**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:**

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

- WHEREAS,              Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
  
- WHEREAS,              Ohio Revised Code Section 307.12(E) allows the sale of such property by internet auction; and
  
- WHEREAS,              the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1,

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
Motor Control Center (3)	Rockwell	
Busway Fusible Switch	Eaton	2591D14G01
½ Ton Hoist	Coffing	P6351 (Model)
Transfer Switch	Cutler-Hammer	
Motor	Baldor	
Transfer Switch	Square D	
Variable Frequency Drives (4)	ABB	

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

**12**

**RESOLUTION NO. 18-141**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR LIBERTY BLUFF SECTION 1:**

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

Whereas, the construction of new sanitary sewers at the Liberty Bluff Section 1 have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Liberty Bluff Section 1</b>	2941’ of 8- inch sewer	\$161,032.67
	1193’ of 12- inch sewer	\$ 88,851.33
	17 ea.- manholes	\$ 50,100.00

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

**13**

**RESOLUTION NO. 18-142**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH AIR FORCE ONE, INC. FOR BACKFLOW SERVICES AND PLANNED MAINTENANCE SERVICES:**

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



**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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WHEREAS, the Sanitary Engineer recommends approval of an agreement with Air Force One, Inc. to perform the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Air Force One, Inc.:

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 12th day of February, 2018, by and between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Sewer District, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Air Force One, 5810 Shier Rings Rd., Dublin, OH. 43016 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide "Services" in connection with the following "Proposal" as further described and defined in the documents incorporated by reference in Section 1.3: Backflow Services & Planned Maintenance Services.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Backflow Services Agreement & Planned Maintenance Agreement

**2 SUPERVISION OF SERVICES**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the documents incorporated by reference in Section 1.3.

4.2 For all Services, except "If Authorized" tasks, the lump sum fee shall be \$12,557.00.

4.3 For all Services identified as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the documents incorporated by reference in Section 1.3. "If Authorized" tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$25,000.00.

4.4 Total compensation under this Agreement shall not exceed \$37,557.00 without subsequent modification.

4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County Sewer District

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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Name: Cory Smith, Assistant Operations Superintendent

Address: 10333 Olentangy River Road, Powell, OH. 43065

Telephone: 740-833-2228

Email: csmith@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jaime Johnston

Address of Firm: 5810 Shier Rings Rd.

City, State, Zip: Dublin, OH. 43016

Telephone: 614-408-1738

Email: jjohnston@airforceone.com

**6 PAYMENT**

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the documents incorporated by reference in Section 1.3.

6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with the documents incorporated by reference in Section 1.3.

7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

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

**13 INSURANCE**

13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

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

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

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

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
  
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
  
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
  
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
  
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

**14  
RESOLUTION NO. 18-143**

**IN THE MATTER OF AWARDING BIDS FOR ENGINEERING MATERIALS FOR 2018:**

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

**Tree Clearing Bid Award Recommendation  
Bids Opened January 30, 2018**

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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As a result of the bids opened January 30, 2018 for tree clearing for 2018, the Engineer recommends that a non-exclusive bid award be made to Kingdom Builders and Remodeling, and Timberland Tree.

**Curb and Sidewalk Replacement Program  
Bids Opened January 30, 2018**

As a result of the bids opened January 30, 2018 for the curb and sidewalk replacement program for 2018, the Engineer recommends that a non-exclusive bid award be made to Decker Construction Company and Strawser Paving Company.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bids in accordance with the Engineer’s recommendations. Bid tabulations are available for review.

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

**15  
RESOLUTION NO. 18-144**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SOUTH OLD STATE ROAD AND SUNBURY ROAD IMPROVEMENTS:**

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

**Supplemental Appropriations**

29440431-5405	S Old State Road Imp/Acquisition Services	\$5,000.00
29440431-5406	S Old State Road Imp/Utility Relocations	\$1,330,000.00
29440437-5401	Sunbury Road Imp/Land Purchase	\$20,200.00

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

**16  
RESOLUTION NO. 18-145**

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

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

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

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-015	Columbia Gas	Bainbridge Mills Dr	Relocate Gas Main

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

**17  
RESOLUTION NO. 18-146**

**IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR NORTHSTAR FAMILY DENTAL AND NORTHLAKE WOODS SECTIONS 1 & 2:**

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

**Northstar Family Dental**

WHEREAS, on February 12, 2018, a Ditch Maintenance Petition for Northstar Family Dental was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Northstar Family Dental located off of Graphics Way in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

---

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$12,418.35 for the benefit of the lot(s) being created in this site. The developed area of 4.36 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$2,848.25 per acre. An annual maintenance fee equal to 2% of this basis (\$248.37) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$248.37 has been paid to Delaware County, receipt of which is hereby acknowledged.

**Northlake Woods Sections 1 & 2**

WHEREAS, on February 12, 2018, a Ditch Maintenance Petition for Northlake Woods Sections 1 & 2 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Northlake Woods Sections 1 & 2 located off of Summit Drive in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$428,964.66 for the benefit of the lots being created in this subdivision. 90 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,766.27 per lot. An annual maintenance fee equal to 2% of this basis (\$95.33) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all the lots in the amount of \$8,579.70 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

OTHER BUSINESS:

**RESOLUTION NO. 18-147**

**IN THE MATTER OF APPROVING THE JOINT VENTURE AGREEMENT AMONG THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE CITY OF DELAWARE, OHIO AND OHIO WESLEYAN UNIVERSITY TO ESTABLISH, FUND AND MANAGE AN ENTREPRENEURIAL CENTER:**

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

---

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

WHEREAS, the Delaware County Economic Development Department engaged Delaware County's community partners, the City of Delaware, Ohio and Ohio Wesleyan University, to establish a joint entrepreneurial center to help enhance a pro-business environment in the County; and

WHEREAS, the Director of the Economic Development Department recommends approving a joint venture agreement among the Delaware County Board of Commissioners, the City of Delaware, Ohio and Ohio Wesleyan University to establish, fund, and manage an entrepreneurial center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the joint venture agreement with the City of Delaware, Ohio and Ohio Wesleyan University, contingent upon the City of Delaware, Ohio approving the agreement.

**Joint Venture Agreement**

**For**

**The Delaware Entrepreneurial Center**

This joint venture agreement ("Agreement") is entered into as of February 12, 2018 ("Effective Date") by and among the City of Delaware ("City"), the Delaware County Board of Commissioners ("County"), and Ohio Wesleyan University ("University") (which together are sometimes referred to collectively as the "Parties").

**Background**

A. The University, County and City desire to establish The Delaware Entrepreneurial Center ("Center").

B. As of the Effective Date, the University has proposed, and the City and County have agreed, that the University's Stewart Annex at 70 South Sandusky Street in Delaware, Ohio ("Stewart Annex" or alternatively, the "Real Property") would be a good initial location for the Center for the term of this Agreement.

C. This Center will serve the University, County and City by providing a year-round, unique working environment that promotes the entrepreneurial mindset, innovative thinking, collaboration, exploration and the creation of social, political or economic value for its various constituents.

D. In particular, the University, County and City intend for the Center to address two primary needs of equal significance:

- The Center will provide City and County residents with an all-encompassing facility where they can research, plan, and execute a business startup within a designated timeframe by the Operations Committee (the Center is not to serve as a permanent home for new businesses). In addition, those residents will have on-going support through a space that will provide an innovative work environment, relevant programming, and professional support.

- The Center will function as a teaching tool, giving University students access to hands-on, practical working experiences with the entrepreneurial world.

**Agreement**

**1. Stewart Annex / Real Property**

1.1. The Stewart Annex is the University-owned real property consisting of 0.388+/- acres of land and a two-story masonry building.

1.2. To provide a place for the Center, the University will:

1.2.1. Perform and pay for renovations and remodeling to the Stewart Annex, from competitive bidding through to completion, starting with an initial transfer of \$100,000 dollars from the Woltemade Center for Economics, Business and Entrepreneurship ("Woltemade Center") to a restricted fund dedicated to the Center.

1.2.2. Provide insurance coverage naming the City and the County as additional insureds for the Stewart Annex and its furniture, fixtures and equipment for public use in the same form and manner the University insures its other campus facilities.

1.3. The parties agree and acknowledge that all construction improvements, furniture, fixtures and equipment will be considered University property both during the term of this Agreement and after. Further, that the University, before, during and after the term of this Agreement, will retain all legal right, title and interest to the Stewart Annex and all such improvements, furniture, fixtures and equipment, with no such rights, legal or equitable, claimed or reserved by the City or the County.

1.4. Within the Stewart Annex, the University shall make available permanent desk space for two of the City's personnel and two of the University's personnel, with space available to the County on an as needed basis.

1.5. The City and County shall aid the University in obtaining paying tenant/members for the Center.

1.6. Architectural renderings are attached here as **Exhibit A** and **Exhibit A-1**. The parties agree and acknowledge that the renderings at signing are subject to change in the process of competitive bidding and based on budget availability, which when finalized by the University, shall be replaced with the final renderings and construction budget used when the University contracts out the work to be performed.

**2. Term** – The initial Term of the Center shall be five (5) years from the Completion Date. Subject to the mutual agreement of the parties by written notice to each other, the initial Term may be extended under the same terms and conditions by two (2) 5-year extensions to be exercised in Year 5 for Years 6 - 10 -and Year 10 for Years 11 – 15. The University shall use commercially reasonable best efforts to complete the renovations and remodeling to the Real Property within 9 months of the Effective Date.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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Once renovations and remodeling are complete and the Center is certified for occupancy (“Completion Date”), the University, County and City shall consider operations of the Center to have officially begun, with contributions due from the County and City as provided for below in Section 3. To the extent the Real Property is certified for occupancy other than the 1<sup>st</sup> day of the month, then the Completion Date shall be moved ~~back~~ to the first day of the next full calendar month.

**2.1.** It is the intent of Section 2 to allow all parties to have an agreed upon mechanism to continue this agreement if each party desires to do so at the completion of the initial Term. However, it is not the intent of this section to bind or influence future elected, appointed or governing boards to continue this agreement if they do not desire to do so under these set terms or any terms.

**3. Contributions and Payments; Audit**

- 3.1. The City and the County agree to make annual contributions to the Center in the amount of \$50,000 each, once a year for a period of 5 years, with the first annual contributions due at the beginning of each calendar year or at the authorization of the agreement of the Center. Thereafter, the City and County will use best efforts to pay at the beginning of any given year, but in no event later than at the end of a given year.
- 3.2. The City and the County’s annual contributions for years 2 through 5, and any annual contributions for any renewal term, shall be subject to separate appropriation by the City and the County, and failure to appropriate shall not constitute an event of default hereunder.
- 3.3. The University’s ongoing contribution to the Center will be in-kind, which includes, by way of example, staffing and management of the Center and operation and maintenance of the Real Estate, as described in greater detail below.
- 3.4. The City and County annual contributions will be used for programming and operational expenses at the Center, with the University paying to operate and maintain the Real Property itself.
- 3.5. Further, if the Advisory Board determines that the Center is not meeting expectations as previously established by the Advisory Board, then the City and/or County reserve the right not to make a payment in any given year until the party is satisfied.
- 3.6. Further, if at a period of time within the initial term the Center begins to generate revenue in excess of operational expenses, then the Advisory Board will evaluate the concept of a reduction in the City’s and/or County’s financial obligation in a manner that properly reflects the revenue being generated.
- 3.7. The Center will pay rent for the Real Estate to the University at a below-market gross rent (which is inclusive of all services) of \$60,000.00 annually, due and payable in equal monthly installments of \$5,000.00 on the first of each month beginning with the first full month of occupancy and operation.
- 3.8. Third party lessees and licensees will be responsible for payment to the Center based upon their monthly leases or periodic licenses, along with any ancillary services they choose to purchase from the University that are not part of their gross rent or licensing fee. Those services may include by way of example:
  - 3.8.1. Printing;
  - 3.8.2. Photocopying and duplicating; and
  - 3.8.3. Memberships to the Simpson Querrey Fitness Center.
- 3.9. The parties agree and acknowledge that the City and County shall have the right, at reasonable times and at a place designated by the University, to audit the financial records and documents of the Center.

**4. Overall Governance and Day-to-Day Management & Operations**

**4.1. Governance**

- 4.1.1. The Center will establish an advisory board comprised of 7 members (“Advisory Board”):
  - 4.1.1.1. The County Economic Development Officer and the President of the Board of County Commissioners or designee;
  - 4.1.1.2. The City Economic Development Officer and the City Manager or designee;
  - 4.1.1.3. The President of the University; and one other delegate his/her choosing.
  - 4.1.1.4. One (1) member at-large from the Delaware County entrepreneurial community, as selected by a simple majority of the other members of the Advisory Board.
    - 4.1.1.4.1. Each at-large member shall serve a term of two (2) years, beginning no later than the Completion Date. The first member at large term will end on June 30, 2020.
    - 4.1.1.4.2. In the event an at-large member is not able to complete a term and resigns or is removed by a simple majority of the Advisory Board, then the other members of the Advisory Board shall select another individual to serve out the balance of that term.
    - 4.1.1.4.3. An at-large member may not serve more than two (2) consecutive terms, not including any partial term served.
- 4.1.2. The Advisory Board will meet twice a year to review Center operations, including the Center budget, operating results, programming and service to the various constituencies. Advisory Board decisions will be made by a simple majority vote. The Advisory Board shall have no authority to alter or amend the terms of this Agreement in any way, including by way of example rather than limitation, take any action with regard to relieving the City or County with regard to Contributions and Payments under Section 3.
- 4.1.3. In addition to the Background recitals at the beginning, the University, County and City agree to follow and apply the Guiding Principles attached here as **Exhibit B**.



**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

---

**4.2. Management and Operations**

- 4.2.1. The Advisory Board will establish an operations committee (“Operations Committee”) comprised of 5 members:
- 4.2.1.1. The County Economic Development Officer;
  - 4.2.1.2. The City Economic Development Officer;
  - 4.2.1.3. The University’s Chief Financial Officer;
  - 4.2.1.4. The University’s Administrative Director of the Woltemade Center; and
  - 4.2.1.5. The Business Faculty member designated as the Entrepreneurial Faculty person
- 4.2.2. The Operations Committee will meet monthly to review the Center budget, operating results, programming and service to the various constituents and will report results to the Advisory Board at its bi-annual meetings.
- 4.2.3. The manager for the Center (“Manager”) will be appointed by the University President and, unless otherwise designated, will be the Administrative Director of the Woltemade Center. This person’s responsibilities will include, by way of example:
- 4.2.3.1. Representing the Center in dealing with the architect and building contractor for the bidding and construction of renovations and remodeling to the Stewart Annex;
  - 4.2.3.2. Leasing Center space;
    - 4.2.3.2.1. Any lease agreement with a company with a proven track record of experience or ownership of significant assets must be submitted to the governing board of the Center for review and approval before being authorized
  - 4.2.3.3. Scheduling and Managing the Center calendar;
  - 4.2.3.4. Programming for the Center;
  - 4.2.3.5. Serving as the liaison between the University and Center for support, such as accounting, janitorial and housekeeping, and information technology, insurance, landscaping, maintenance and repairs and utilities.
  - 4.2.3.6. Providing quarterly reports to the Advisory Board.
5. **Insurance** – In addition to insuring the Real Property and the Center in the amounts and coverages that are consistent with University practices, the University will obtain insurance for the Advisory Board that names the City and the County as additional insureds, the Operations Committee and the Manager, provided that the City and County are current in making annual payments for the operation of the Center. This shall include, but not necessarily be limited to (1) broad form commercial general liability insurance, (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) director and officer liability/errors and omissions. The limit of liability for such coverage shall be no less than [\$1 million] per claim/occurrence.

**6. Miscellaneous**

- 6.1. Any person executing this Agreement in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party’s behalf, except that in the case of the University, the parties agree and acknowledge that the calendar of meetings for the University Board of Trustees is such that the authority of the person signing on behalf of the University may be subject to final approval and ratification by the University Board of Trustees at the time of signing for the City and County.
- 6.2. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Center and Real Property are located and where this Agreement has been drawn, executed and is to be performed. The captions used in this Agreement are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part hereof. Each party shall bear its own expenses in the preparation, review and execution of this Agreement.
- 6.3. Apart from their mutual aid and support for the Center, the Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever make any Party the partner, agent or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party to this Agreement shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided.
- 6.4. This Agreement embodies the entire agreement between University, County and City with respect to the Center and the Real Property, and shall not be modified, changed or altered in any respect, except in writing, executed by duly authorized individuals acting on behalf of all three parties.
- 6.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Agreement; provided, that, it shall only be necessary to produce one (1) duplicate of this Agreement for proof.
- 6.6. The Effective Date shall be the date that this Agreement is fully executed on behalf of the City, County and University.

**Schedule of Exhibits:**

**Exhibit A - Architectural renderings**

**Exhibit B - Guiding Principles of The Delaware Entrepreneurial Center**

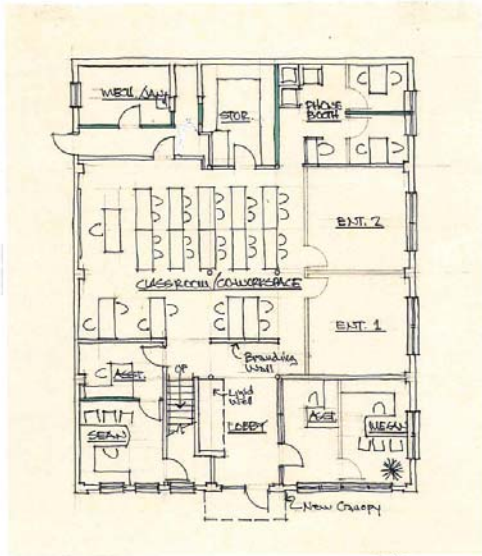
**Exhibit A**

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018

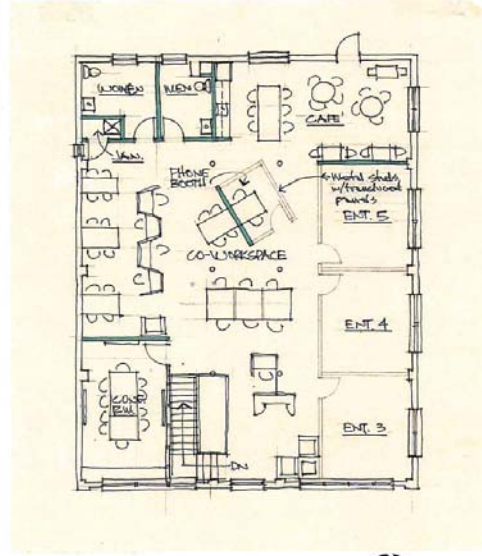
Architectural renderings

Ohio Wesleyan University Annex / Entrepreneur Center

70 South Sandusky Street, Delaware, Ohio  
February 5, 2018



FIRST FLOOR PLAN  
SCALE: APPROX. 1/8" = 1' - 0"



SECOND FLOOR PLAN  
SCALE: APPROX. 1/8" = 1' - 0"



Ohio Wesleyan University Annex / Entrepreneur Center

70 South Sandusky Street, Delaware, Ohio  
February 5, 2018



Exhibit B

Guiding Principles  
of the  
The Delaware Entrepreneurial Center

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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**Mission**

To create an entrepreneurial hub for Ohio Wesleyan University and the City and County of Delaware, Ohio (Community) that facilitates value creation through education, outreach, and innovative space.

**Vision**

To be the entrepreneurial thought leaders in our Community who work to improve our local economic, cultural and social population through the creation of value. We accomplish this through well-designed and flexible physical space, providing high quality programming and resources to our constituents that help them grow.

**Objectives:**

- Provide Theory to Practice learning opportunities for students of Ohio Wesleyan as well as educational opportunities and outreach to the Community at large.
- Stimulate the entrepreneurial spirit and provide a strong knowledge base that enables our Communities to act on their creative and innovative ideas.
- Contribute to the competitiveness of the local economy by providing the next generation of business, thought, and service leaders access to industry experts, shared services, cost sharing and co-working spaces.
- Become the entrepreneurial hub for our Community that helps to accelerate local growth, retain firms and create high value employment.

**Core Values:**

**Accountability:** We account for our activities, accept responsibility for them and disclose their results in a transparent manner.

**Collaboration:** We accomplish more through collaboration with others than by ourselves.

**Innovation:** We have an unquenchable curiosity for knowing how, when, and why while valuing creativity which allows us to see the world as filled with opportunity.

**Integrity:** The most important human asset is our integrity; integrity is more important than money.

**Respect:** We must gain the respect of others and appropriately respect others.

**Diversity:** We value a community that is broadly diverse.

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

**18**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Received a letter from the Department of Agriculture that in the month of June, there will be Gypsy Moth spraying occurring in the County. Has mailed a letter of receipt for the notification.

**19**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-A couple of years ago there was spraying in her area. Saved a lot of trees from the Gypsy Moth.

Commissioner Benton

-Bud Rammelsburg, who was awarded a Senior Citizens Award a couple of years ago passed away last week. He was a valuable member of the community and will be missed.

-There will be a DKMM meeting here tomorrow afternoon.

-There will be a joint Delaware County, Delaware City meeting on Thursday, February 15<sup>th</sup> at 7:00 in City Hall.

-Bishop Backers day is this Saturday.

-The Ohio State Buckeye's men's basketball team beat the #3 team in the nation. They are currently #1.

Commissioner Merrell

-There will also be a DKMM executive meeting before the regular meeting here tomorrow.

-CCAO legislative meeting is tomorrow night.

-Met with Bob Horrocks and Don DeShazo. Progress is being made on the Veteran's Day breakfast to benefit our veterans.

**20**

**RESOLUTION NO. 18-148**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, COMPENSATION, PROMOTION, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OR PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

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

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

---

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment, compensation, promotion, compensation of a public employee or public official; to consider the purchase or property for public purposes; for pending or imminent litigation; for collective bargaining and confidential information related to economic development.

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

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

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

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

**RESOLUTION NO. 18-149**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**RECESS 11:30A.M. /RECONVENE 1:30P.M.**

**22**

**IN THE FIELD:**

**1:30P.M. VIEWING FOR CONSIDERATION OF THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE PETITION**

On Monday February 12, 2018 at 1:30P.M. starting in the vicinity of the intersection of Golf Village Drive and Scioto Ridge Drive, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District.

**Commissioners Present: Jeff Benton, Gary Merrell, and Barb Lewis**

On November 1, 2017, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by members of the Homestead At Scioto Reserve Section 1 Homeowners Association and Other Landowners, to: repair, replace, or alter the existing improvements as required and to maintain these improvements per engineering plan and associated Engineering design. In Delaware County, Concord Township, in Homestead At Scioto Reserve and generally following the existing course and terrain of the improvement shown on the engineer plan in this subdivision.

NOTE: the first hearing on the petition is scheduled for **Thursday April 5, 2018, at 10:00A.M.**

The Commissioners:

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

-Looked At And Followed The Drainage Pond Along Golf Village Drive  
 -viewed maps of area  
 -currently no major issues are known to exist;  
 -the infrastructure in this area would have been reviewed and approved by the County Engineer at the time of planning, but predates maintenance program.  
 -the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project

-projects since 1998 are automatically placed on County Drainage Maintenance Program  
 -this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing  
 -if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program  
 -if approved money pooled only for this project; assessments placed on build-able lots current and future  
 -SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.



**Delaware County Commissioners**

Jeff Benton  
 Barb Lewis  
 Gary Merrell

**SIGN-IN SHEET FOR FEBRUARY 12, 2018**

1:30 PM Viewing For Consideration Of The Homestead At Scioto Reserve  
 Section 1 Drainage Maintenance Improvement Petition

NAME	ADDRESS
1 Sarah Dingo	101 N. Sandusky 43015
2 Kathleen Kaunty	4806 Oakland Ridge
3 Kurt Simmons	50 Channing (DCEO)
4 Brett Bergelid	50 Collins (DCEO)
5 BRET BACON	SWCD
6 Matt Lorum	SWCD
7	

There being no further business, the meeting adjourned.

\_\_\_\_\_  
 Gary Merrell

\_\_\_\_\_  
 Barb Lewis

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2018**

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners