

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 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. 18-686

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 11, 2018 AND SPECIAL MEETINGS HELD JUNE 11 AND 13, 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 June 11, 2018 and special session on June 11 and 13, 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. 18-687

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0613:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0613 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Republic Waste	Trash Service OECC	66211903-5338	\$ 6,000.00
Polydyne Inc.	Centrifuge	66211903-5290	\$ 20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1803554	VOIANCE LANGUAGE SERVICES INC	TRANSLATION & INTERPRETATION	22411601 - 5301	\$ 9,000.00
R1803921	REDEMPTION INC	RESIDENTIAL CENTER CONTRACT	22511607 - 5342	\$25,000.00
R1803961	TREASURER,STATE OF OHIO	VOIP SERVICES JAN - DEC 2018	22411605 - 5320	\$10,000.00
R1803969	SHEEDY PAVING INC	RES # 18-679 ASPHALT REPAIRS - OECC	66211903 - 5328	\$21,850.00
R1803969	SHEEDY PAVING INC	RES #18-679 ASPHALT REPAIRS - LOWER SCIOTO	66211905 - 5328	\$12,450.00
R1803989	OHIO UNIVERSITY	INTEGRATED PEST MANAGEMENT RESEARCH SERVICES	66211901 - 5301	\$ 6,933.00

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

**5**  
RESOLUTION NO. 18-688

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018

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

The Administrative Services Department is request that Dawn Huston, Pam Sonagere, Dana Bushong, Brad Euans and Matt Brown attend an OHPELRA 2018 Summer Program in Lancaster, Ohio June 15, 2018 at no cost.

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

**6**  
**RESOLUTION NO. 18-689**

**IN THE MATTER OF APPROVING THE FOURTH EXTENSION OF MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:**

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the Fourth Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY 2018;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the Fourth Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY 2018:

**Fourth Extension of Memorandum of Understating  
 Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware  
 County, Ohio, For a Mental Health Clinician  
 FY 2018**

This **Fourth Extension of Memorandum of Understanding** is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

**Whereas**, the parties previously entered into a Memorandum of Understanding ("MOU") effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail, which MOU was extended for the period July 1, 2014 to June 30, 2015, for the period July 1, 20 15 to June 30, 2016 and for the period July 1, 2016 to June 30, 2017.

**Whereas**, the parties desire to extend the MOU for an additional term of one year upon its expiration on June 30, 2017 upon the terms and conditions set forth herein.

**Now Therefore**, the parties agree:

1. **Memorandum Term.** The MOU is hereby extended following its expiration on June 30, 2017 for an additional term of one (1) year commencing on July 1, 2017 and continuing to June 30, 2018 (the Board's FY 2018). Attached hereto as Exhibit "A" and incorporated herein is a copy of the Memorandum of Understanding, effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail.
2. **Financial Contributions.** The Board is responsible for making payment to Maryhaven in the amount of **\$77,000**, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of \$15,400. Attached hereto as Exhibit "B" is the Budget for the mental health professional position for FY 2018.
3. **Obligations of the Parties.** The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.
4. **All Other Terms Remain in Effect.** Except as modified herein, all terms and conditions of the MOU shall remain in full force during the period of this extension.

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

**7**  
**RESOLUTION NO. 18-690**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 3:**

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018**

---

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 Scioto Ridge Crossing Section 3;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Sanitary Sewer Subdivider’s Agreement for Scioto Ridge Crossing Section 3.

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 14<sup>th</sup> day of June 2018, by and between **M/I Homes, Inc.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Plan Scioto Ridge Crossing Section 3** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, 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 **Sanitary Plan Scioto Ridge Crossing Section 3**, dated **March 22, 2018**, and approved by the County on **April 19, 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 **32** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

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

**OPTIONS:**

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$34,245.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials \_\_\_\_\_ Date \_\_\_\_\_

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

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

**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 **Sanitary Plan Scioto Ridge Crossing Section 3 (\$1,198.57)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Plan Scioto Ridge Crossing Section 3 (\$2,911.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018**

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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 **Sanitary Plan Scioto Ridge Crossing Section 3** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018

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. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

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

**8**  
**RESOLUTION NO. 18-691**

**IN THE MATTER OF APPROVING AN ADDENDUM TO THE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES FOR EXECUTIME SOFTWARE, FOR THE TIME & ATTENDANCE LICENSE AND THE ADVANCED SCHEDULING SYSTEM FOR DELAWARE COUNTY EMS, SANITARY ENGINEER, AND 911 DEPARTMENTS:**

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

WHEREAS, Resolution No. 12-1122 approved a license agreement; a software support agreement and purchase and sale agreement by and between The Delaware County Board Of Commissioners; The Delaware County Auditor and Executime Software, Llc. for a time and attendance software system for Delaware County; and

WHEREAS, Tyler Technologies purchased Executime Software, LLC.; and

WHEREAS, additional County Departments wish to use the attendance software system; and

WHEREAS, the County Auditor and Deputy County Administrator recommend approval of an addendum to the License Agreement with Tyler Technologies for Executime Software, for the Time & Attendance License and the Advanced Scheduling System for Delaware County EMS, Sanitary Engineer, and 911 Departments;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve a License Agreement with Tyler Technologies for Executime Software, for the Time & Attendance Licenses and the Advanced Scheduling System for Delaware County EMS, Sanitary Engineer, and 911 Department.

FURTHER BE IT RESOLVED, that the Delaware County Board of Commissioners approve a purchase order request to Tyler Technologies in the amount of \$50,110.00

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

**9**  
**ADMINISTRATOR REPORTS**

Seiji Kille, Deputy Administrator  
-No reports

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018

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**10**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioners Benton

- Will be meeting with DATA bus this evening to be on an Outreach Panel for their long range strategic plan.
- Will be attending MORPC this afternoon.

Commissioner Lewis

- Attended a Family and Children First Council meeting yesterday. It was announced that Nick Dean will be the executive director, replacing David Dombrosky who has resigned from JFS.
- Did also be taking part in the DATA bus discussion.

Commissioner Merrell

- Chief Wilson was laid to rest this week. He will be much missed.
- Received a phone call from Jessie Williams (who owns the Willis Building) about the topic of parking at the Willis Building during voting times. He extended his appreciation and support of the plans for future voting times.

**11**

**RESOLUTION NO. 18-692**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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

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

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 of a public employee or public official.

Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell	Aye
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**RESOLUTION NO. 18-693**

**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	Mr. Benton	Aye	Mr. Merrell	Absent	Mrs. Lewis	Aye
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There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 14, 2018**

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Jennifer Walraven, Clerk to the Commissioners