

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 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. 18-738

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 28, 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 25, 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. Benton                      Aye                      Mr. Merrell                      Aye                      Mrs. Lewis                      Aye

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 18-739

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0629:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0629 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Isaiah's Place (P1803201)	Child Placement	22511607-5342	\$7,000.00
MTB (P1801746)	Copier	22411605-5325	\$10,000.00
Forensic Fluids (1801803)		22511607-4342	\$5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1803947	MARION TECHNICAL COLLEGE	WIOA CCMEP YOUTH PROGRAM CONTRACT 1 2 YEAR	22311611 - 5348	\$58,000.00
R1803947	MARION TECHNICAL COLLEGE	WIOA CCEMP YOUTH PROGRAM CONTRACT 1 2 YEAR	22411601 - 5348	\$22,000.00
R1804172	ORANGEPOINTE LLC	RETURN OF UNUSED INSPECTION FEES: ORANGEPOINT	66211902 - 5319	\$8450.25
R1804184	NELSON FARMS ASSOC LLC	SECTION 2 PHASE C PART 1	66211902 - 5319	\$5584.50

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

**5**  
RESOLUTION NO. 18-740

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

The Emergency Medical Services Department is requesting that Chip Myers attend a Flight Paramedic Prep Class from August 23-26, 2018 in Columbus, Ohio at the cost of \$450.00 (fund number 10011303).

The Emergency Medical Services Department is requesting to amend Captain Jennifer Cochran’s travel form an additional \$51.00 for travel approved in session on April 23, 2018.

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

**6  
RESOLUTION NO. 18-741**

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

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

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

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

**7  
RESOLUTION 18-742**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MONTROSE DEVELOPMENT ADVISORS LLC FOR CONSULTING SERVICES:**

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

WHEREAS, the Economic Development Director recommends approving a contract with Montrose Development Advisors to provide organizational structuring, programming support and ongoing operational support to the staff of Delaware County Economic Development, as well as to the board members of the Delaware County Finance Authority (DCFA);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Montrose Development Advisors:

**CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 2<sup>nd</sup> day of July, 2018, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Montrose Development Advisors, LLC, 230 East Town Street, Suite 100, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant shall provide to the County the services as described in the engagement letter, dated June 8, 2018, and proposal, dated May 22, 2018, both attached hereto and by this reference fully incorporated herein (the “Services”):
- 1.2 The Consultant shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in the Consultant’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Consultant on similar projects.
- 1.3 The Consultant and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner, any information that is proprietary to the County or constitutes confidential County employee information. The Consultant and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the County all records, notes, documentation and other items that were used, created, or controlled by Consultant during the term of this Agreement, if requested.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Director as the Project Manager and agent of the County for this Agreement.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

- 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 any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, 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 The County shall compensate the Consultant for Services provided under this Agreement as set forth in the documents incorporated by reference in Section 1.1.
- 4.2 For all Services, the total compensation under this Agreement shall not exceed \$35,000 without subsequent written modification of this Agreement.
- 4.3 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 Services.

**5 NOTICES**

- 5.1 Official notices, as contemplated in and issued under this Agreement, shall be served on the Parties at the addresses listed in the Preamble hereof via certified mail, with service being effective the date of receipt. Routine correspondence may be conducted in writing, including email, between the Consultant and the Project Manager.

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 COMMENCEMENT; TERM**

- 7.1 The Consultant shall commence Services immediately upon execution of this Agreement by both Parties.
- 7.2 This Agreement shall terminate after one year.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party, as specified in Section 5. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- 8.2 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.3 In the case of Termination, the Consultant 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 INDEMNIFICATION**

- 9.1 The Consultant 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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

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 Consultant, 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 and Professional Liability Coverage: Consultant shall maintain commercial general liability insurance and professional liability insurance in amounts sufficient to protect the Consultant and the County, as determined by the Delaware County Administrator. Consultant shall require all of its subcontractors, if any, to provide identical coverage.
- 10.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**11 MISCELLANEOUS TERMS AND CONDITIONS**

- 11.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

The County is a public employer as defined in R.C. 145.01(D). The County has classified Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Consultant for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

- 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: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 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.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

11.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the 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 Consultant 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.

(An executed copy of the contract and the attachments incorporated therein are available upon request in accordance with the Delaware County Public Records Policy and Records Retention Schedules.)

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

**8**  
**RESOLUTION NO. 18-743**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND FIRSTNET AT&T FOR WIRELESS DATA AND VOICE COMMUNICATIONS:**

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

Whereas, the Director of Emergency Communications recommends approval of the agreement with FirstNet AT&T for wireless cellular data and voice communications;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the following agreement with FirstNet AT&T for wireless cellular data and voice communications:

LOCATION ID: 47177552577

**PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: DELAWARE COUNTY 911**

This Participating Addendum (the "PA") is made this 2<sup>nd</sup> day of July, 2018 (the "PA Effective Date"), between the Delaware County 911, OH ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

**1.1** Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

**1.2** Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates the Delaware County 911, OH, as the only authorized Participating Entity under the Agreement.

**Section 4. Purchase Orders.** Participating Entity must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

**Section 5. Primary Contacts.**

**Participating Entity:**

Name: Patrick Brandt  
 Title: Director  
 Address: 10 Court Street  
 Delaware, Ohio 43015  
 Telephone: 740.833.2160  
 Fax Number: 740.833.2059  
 E-Mail: pbrandt@co.delaware.oh.us

**Contractor Account Team:**

Name:  
 Title:  
 Address:  
  
 Telephone:  
 Fax Number:  
 E-Mail:

**Lead State:**

Name: Teri Becker  
 Title: Purchasing Officer  
 Address: 515 E. Musser St., Suite 300  
 Carson City, NV 89701  
 Telephone: 775-684-0178  
 Fax Number: 775-684-0188  
 E-Mail: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov)

**Contractor Main:**

Name: Bethani Cross  
 Title: Client Solutions Executive  
 Address: 311 S Akard St.  
 Dallas, TX 75202  
 Telephone: 214-679-9053  
 Fax Number: N/A  
 E-Mail: [bethani.cross@att.com](mailto:bethani.cross@att.com)

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**7.2 Employee Benefit Program.** Participating Entity will participate with Contractor in efforts to obtain

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

eligible Employees’ participation in the Employee Benefit Program.

**Section 8. Notice of Administration Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees. Under the Master Service Agreement,** Contractor is being charged an Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Custom Plans.**

**10.1 Custom FirstNet Mobile Plans – Agency Paid.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §10.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10.1 and the applicable Sales Information, this §10.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge (at times, “MSC”) will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$16.27 MSC	\$25.11 MSC	\$36.73 MSC	\$209.71 MSC	\$381.76 MSC	\$1,781.41 MSC	\$3,422.86 MSC
<b>For use with a subsidized device</b>	\$36.27 MSC	\$45.11 MSC	\$56.73 MSC	\$229.71 MSC	\$401.76 MSC	\$1,801.41 MSC	\$3,442.86 MSC

**TABLE 10.1.2**

<b>Add-a-Line for use with an unsubsidized device</b>	\$10.99 Monthly Service Charge
<b>Add-a-Line for use with a subsidized device</b>	\$22.99 Monthly Service Charge

**CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

**TABLE 10.1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

	Add-a-Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.00 MSC	\$15.99 MSC	\$22.99 MSC	\$200.00 MSC	\$365.00 MSC	\$1,735.00 MSC	\$3,340.00 MSC
For use with a subsidized device	\$20.00 MSC	\$25.99 MSC	\$32.99 MSC	\$210.00 MSC	\$375.00 MSC	\$1,745.00 MSC	\$3,350.00 MSC

TABLE 10.1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$34.99

TABLE 10.1.5  
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge

TABLE 10.1.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
--	-------------------------------

**10.2 Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §10.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §10.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

TABLE 10.2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$25.11	\$36.75	\$10.99	\$15.99	\$22.99

TABLE 10.2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$34.99

**Section 11. Custom Equipment Pricing.** The Custom Equipment Offer (a) requires activation with



COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

new Service; (b) does not include applicable Taxes; and (c) remains subject to availability limitations. To the extent that any of the Equipment referenced in this §11 is discontinued, AT&T will make available to Participant substantially similar replacement equipment and pricing. The make and model of such replacement Equipment will be determined in AT&T’s sole discretion and may vary throughout the term of this Agreement.

TABLE 11  
CUSTOM EQUIPMENT PRICING

EQUIPMENT	PRICE	CONDITIONS
iPhone 6S 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
iPhone 7 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Galaxy S7 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Galaxy S8 64GB	\$199.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
Kyocera DURA XE (E4710) 8GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$22.00 or higher
Kyocera Duraforce XD (E6790) 16GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
XP5	\$49.99	Must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$22.00 or higher with ePTT Plan
XP5	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$31.00 or higher
Velocity 2	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher
AT&T Velocity USB Stick	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher

**Section 12. Entire Agreement.** The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

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

**9**  
**RESOLUTION NO. 18-744**

**IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR THE PINES SECTION 1, PHASE A; THE PINES SECTION 1, PHASE B; AND NELSON FARMS SECTION 2, PHASE C, PART 2:**

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

Whereas, the Engineer recommends approving the Owner’s Agreements for The Pines Section 1, Phase A; The Pines Section 1, Phase B; and Nelson Farms Section 2, Phase C, Part 2;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the Owner’s Agreements for The Pines Section 1, Phase A; The Pines Section 1, Phase B; and Nelson Farms Section 2, Phase C, Part 2:

**The Pines Section 1, Phase A**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 7016**

**THIS AGREEMENT**, executed on this 2<sup>nd</sup> day of July, 2018 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF**

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

**DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE PINES SECTION 1, PHASE A** further identified as Project Number 7016, is governed by the following considerations to wit:

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

**OPTIONS:**

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

**OWNER** hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$2,027,000
CONSTRUCTION BOND AMOUNT	\$2,027,000
MAINTENANCE BOND AMOUNT	\$ 202,700
INSPECTION FEE DEPOSIT	\$ 60,000

**The Pines Section 1, Phase B**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 8043**

**THIS AGREEMENT**, executed on this 2<sup>nd</sup> day of July, 2018 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE PINES SECTION 1, PHASE B**, further identified as Project Number 8043 is governed by the following considerations to wit:

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

**OPTIONS:**

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

**OWNER** hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$790,600
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 79,060
INSPECTION FEE DEPOSIT	\$ 32,000

**Nelson Farms Section 2, Phase C, Part 2**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 7025**

**THIS AGREEMENT**, executed on this 2<sup>nd</sup> day of July, 2018, between **NELSON FARMS ASSOCIATES, INC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NELSON FARMS SECTION 2, PHASE C, PART 2**, further identified as Project Number 7025, is governed by the following considerations to wit:

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

**OPTIONS:**

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

**OWNER** hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FIVE THOUSAND DOLLARS (\$35,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

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

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

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

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

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

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

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

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

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$443,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 44,300
INSPECTION FEE DEPOSIT	\$ 35,000

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

**10**

**RESOLUTION NO. 18-745**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE PROJECT KNOWN AS DEL-CR124-7.69 – HOME ROAD EXTENSION EAST OF US 23, PHASE 2 AND 3:**

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

WHEREAS, the County Engineer selected the firm of HDR Engineering, Inc. (the "Consultant") in 2014 through a qualifications-based selection process and negotiated a scope and fee for preliminary design of an extension of Home Road east of US 23, ending at Lewis Center Road at a point located about 1000 feet east of the CSX and Norfolk Southern Railroads; and

WHEREAS, the Board approved a contract with the Consultant to perform said services by Resolution No. 14-1070; and

WHEREAS, the County Engineer has negotiated a scope and fee with the Consultant to prepare a final design, construction and right of way plans, specifications and estimates for the extension of Home Road from US 23 to the future intersection of Green Meadows Drive, to be known as DEL-CR124-7.69 Home Road Extension East of US 23, Phase 2 and 3, and recommends proceeding with final design of said roadway Improvements by modification of the preliminary design contract approved by Resolution No. 14-1070;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following contract is approved:

**ENGINEERING SERVICES AGREEMENT  
(MODIFICATION #1)**

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

This Agreement is made and entered into this 2<sup>nd</sup> day of July, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and HDR Engineering, Inc., 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231 (“Consultant”), hereinafter collectively referred to as the “Parties,” shall be known as “Modification #1” and shall modify the “Prime Agreement” approved on September 22, 2014 as follows:

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
DEL-CR124-(US23) Home Road Extension East of US 23
- 1.2 The Consultant 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 Consultant in accordance with the following documents, by this reference made part of this Agreement:
  - 1.3.1 Scope of Services and Fee Proposal (Revised): DEL-CR124-7.69 Home Road Extension East of US-23 Part 1: Phases 2 & 3 County PID: 92768 (0843/0846) dated June 1, 2018

**2 AGREEMENT AND MODIFICATIONS**

- 2.1 The Prime Agreement and any previous contract modifications between the Parties relating to the Project are listed below:
  - 2.1.1 Professional Services Contract DEL-CR124-(US23) – Home Road Extension East of US 23 dated September 22, 2014 (Resolution No. 14-1070)
- 2.2 The Prime Agreement as modified herein, and including all prior modifications and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 2.3 Unless stated otherwise in the Scope of Services, all services authorized by the County under any prior agreement(s) listed above are to be completed by the Consultant prior to initiating additional Services under this Agreement.

**3 FEES AND REIMBURSABLE EXPENSES**

- 3.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 3.2 For all services described in the Scope of Services and Fee Proposal for this Modification, except “If Authorized” tasks, the lump sum fee shall be **\$634,466.00**.
- 3.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the County Engineer. The total fee for all “If Authorized” tasks shall not exceed **\$81,569.00**.
- 3.4 Total compensation under this Agreement, including all prior agreements listed in Section 2.1, shall not exceed **\$954,965.01** without subsequent modification. (\$238,930.01 [Original Contract] + \$716,035.00 [Modification #1])
- 3.5 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.

**4 NOTICES**

- 4.1 “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 Engineer:

Name: Chris Bauserman, P.E., P.S.  
Attn: Tiffany A. Jenkins, P.E.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matt Selhorst, AICP (Client Manager)

Address of Firm: 2800 Corporate Exchange Drive, Suite 100

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-839-5770

Email: Matt.Selhorst@hdrinc.com

**5 REMAINING PROVISIONS**

5.1 All remaining terms of the Prime Agreement shall remain in full force and effect.

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

**11**

**RESOLUTION NO. 18-746**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U18-087	MCImetro	Greif Parkway	Road bore
U18-088	Del-Co Water	Frabell Drive.	Install waterline
U18-089	Del-Co Water	N. Old State Road	Install waterline
U18-090	MCImetro	Liberty/Home Road	Road bore
U18-091	MCImetro	Liberty Road	Place aerial cable

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

**Other business:**

**RESOLUTION NO. 18-747**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR ORANGEPOINT OUTPARCELS:**

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

Whereas, the construction of new sanitary sewers at the Orangepoint Outparcels 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>Orangepoint Outparcels</b>	1148' of 8- inch sewer	\$180,958.00
	10 each- manhole	\$ 14,050.00

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

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. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**12**

**ADMINISTRATOR REPORTS**

Dawn Huston, Deputy Administrator  
-Happy Birthday to Commissioner Lewis

**13**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Benton  
-Attended the Plant Oasis announcement last Thursday. That will be a big project. Commissioner Merrell gave remarks.  
-Would like to wish everyone a Happy 4<sup>th</sup> of July.  
-The CAFR was released. Thank you to Auditor Kaitsa and his staff (Jane Tinker and Dawn Hall) for outstanding work. The State Auditor has given Delaware County a “Clean Audit” again this year.

Commissioner Lewis  
-Congrats to Auditor Kaitsa on a job well done.  
-Attended the Re-Entry meeting. Damascus Staffing made a presentation. They are looking to move into Delaware County. They specialize in placing veterans.  
-Attended a Make-A-Wish event at the Delaware City Airport Saturday evening. The guest of honor was a gentleman named Christian whose wish was to meet Tom Brady. A private jet will take Christian to fulfill the wish. Christian will also serve as Grand Marshall for the 4<sup>th</sup> of July parade in Delaware starting at 3:00 PM Wednesday.

Commissioner Merrell  
-The Planet Oasis plans on breaking ground in December.  
-Attended the MORPC meeting in Lancaster Thursday. The meeting was held at the Sherman House. Very impressive building.  
-Read aloud an email thanking a JFS employee for their great customer service.

**14**

**RESOLUTION NO. 18-748**

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

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, for collective bargaining.

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

**RESOLUTION NO. 18-749**

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

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



COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018

---

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

**RECESS at 11:40 AM/ RECONVENE AT 1:32 PM**

**RESOLUTION NO. 18-750**

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

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 and for collective bargaining.

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

**RESOLUTION NO. 18-751**

**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            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 18- 752**

**IN THE MATTER OF REJECTING THE FINDINGS AND RECOMMENDATIONS OF FACT-FINDER GREGORY J. LAVELLE ISSUED ON JUNE 27, 2018 IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS (EMERGENCY MEDICAL SERVICES) AND THE INTERNATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS (IAPE) LOCAL R7-11 (NAGE, SEIU), STATE EMPLOYMENT RELATIONS BOARD CASE 2017-MED-07-0813:**

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

Whereas, the Delaware County Board of Commissioners (Emergency Medical Services) bargaining unit negotiations were referred to a Fact-Finder; and

Whereas, the Findings and Recommendations of Fact-Finder Gregory J. Lavelle was issued on June 27, 2018;

Now, Therefore, Be It resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby rejects the fact-finder report.

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

There being no further business, the meeting adjourned.

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

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

\_\_\_\_\_  
Jeff Benton

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 2, 2018**

---

---

Jennifer Walraven, Clerk to the Commissioners