

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 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. 18-1242

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 5, 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 November 5, 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. 18-1243

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1107, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1107:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1107, memo transfers in batch numbers MTAPR1107 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1800414 Lincoln	Insurance	60211902-5370	\$8,680.49
P1804638 Squire Patton Boggs	Economic Development Dept.	21011113-5361	\$7,221.65

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1805621	JD EQUIPMENT INC	SNOW PLOW FOR GATOR - OECC	66211903 - 5260	\$ 3,410.00
R1805621	JD EQUIPMENT INC	SNOW PLOW FOR GATOR - AC	66211904 - 5260	\$ 3,410.00
R1805630	SHAW INDUSTRIES INC	CARPET FOR JFS - HAYES BUILDING	40111402 - 5410	\$27,064.94
R1805642	TROPHY INDUSTRIAL MAINTENANCE	VIBRATION TESTING & BEARING REPAIRS AT ALUM CREEK	66211904 - 5328	\$ 5,800.00
R1805645	GT ENVIRONMENTAL INC	STATION FACILITY	68011916 - 5410	\$22,960.00

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

5
RESOLUTION NO. 18-1244

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. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

The Code Compliance Department is requesting that John Hickman, Greg Miller, Ric Irvine, Joseph Amato and Fred Fowler attend a Fire Retardant Treated Wood Seminar in Grove City, Ohio on November 14, 2018 at no cost.

The Adult Court Services Department is requesting for travel that occurred on June 14-15, 2018 for Jarrod Burton and Laurie Winbigler to attend the 19th Annual Line Officers Training in Columbus, Ohio at the cost of \$350.00 (fund number 25622303).

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

6

RESOLUTION NO. 18-1245

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM KILBOURNE MARKET LLC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from Kilbourne Market LLC, located at 5620 SR 521, Kilbourne, Ohio 43032; and

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

Now, Therefore, Be it Resolved, that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO. 18-1246

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR A PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE ISSUER OF HEALTH CARE FACILITIES REVENUE REFUNDING BONDS SERIES 2018 (WILLOW BROOK CHRISTIAN COMMUNITIES):

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

NOTICE OF PUBLIC HEARING
HEALTH CARE FACILITIES REVENUE REFUNDING BONDS

The Board of County Commissioners of the County of Delaware, Ohio (the "Issuer"), will hold a Public Hearing on **Monday, November 26, 2018 at or about 9:45 a.m. at 101 North Sandusky Street, Delaware, Ohio**, to discuss the possible issuance by the Issuer of health care facilities revenue refunding bonds (the "Bonds") in a principal amount not to exceed \$40,000,000 pursuant to Chapter 140 of the Ohio Revised Code. The proceeds of the Bonds would be used to (1) refund and retire the outstanding principal amount of the (A) \$21,830,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007A (Willow Brook Christian Communities Project), (B) \$10,000,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012A (Willow Brook Christian Communities), (C) \$7,829,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012B (Willow Brook Christian Communities), and (D) \$7,250,000 Delaware County Port Authority Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2013A (Willow Brook Christian Communities), the proceeds of which financed "hospital facilities," as that term is defined in Section 140.01 of the Ohio Revised Code, and refunded certain "qualified 501(c)(3) bonds," as defined in Section 145 of the Internal Revenue Code of 1986, as amended, the proceeds of which financed and refinanced "hospital facilities," including, but not limited to, the addition of 54 independent living units and 36 residential assisted living units containing 40 beds, and the addition of 87 independent living units, 52 twin-single homes, an assisted living center and skilled nursing facility, the acquisition of skilled nursing bed licenses and/or the construction of new common areas at Delaware Run Wing A and Wing B, all located on the campus known as Willow Brook at Delaware Run at 100 Delaware Crossing West, Delaware, Ohio (the "Delaware Run Facility"), a 51-unit assisted living facility, a 50-bed assisted living facility and a 40-bed addition to the assisted living facility known as The Centrum at Willow Brook, all located on the campus known as Willow Brook Christian Village at 100 Willow Brook Way South, Delaware, Ohio (the "Christian Village Facility"), a 50-unit skilled nursing facility and a 34-unit assisted living facility located on the campus of Willow Brook Christian Home at 55 Lazelle Road, Columbus, Ohio (the "Christian Home Facility," and together with the Delaware Run Facility and the Christian Village Facility, the "Facilities"); and (2) pay certain costs and expenses incurred with respect to the issuance of the Bonds.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Not more than \$40,000,000 of the proceeds of the Bonds will be spent at any one Facility. The initial owner, operator or manager of the Facilities is presently anticipated to be Willow Brook Christian Communities, an Ohio nonprofit corporation. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF DELAWARE COUNTY. Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the proposed issuance of the Bonds. Written comments may also be given by submitting them to Jennifer Walraven, Clerk of the Board of County Commissioners of the County of Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015, prior to the public hearing.

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

8

RESOLUTION NO. 18-1247

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE PROVIDER OESTERLEN SERVICES FOR YOUTH, INC.:

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

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment with Oesterlen Services for Youth, Inc;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the following contract amendment with Oesterlen Services for Youth, Inc for Child Care Placement providers:

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

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and Oesterlen Services for Youth, Inc. ("Provider") ("First Amendment") is entered into this November 8, 2018.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of December 23, 2018 through June 30, 2019 ("Agreement"); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

- E. **New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. **New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **New Article VIII. J.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- H. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- I. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- J. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

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

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

_____ October 15, 2018
Signature Date

Donald L. Warner
Printed Name

Ex. Director, Oesterlen Services For Youth, Inc.
Title

- B. **Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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

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

E. Signatures.

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

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

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

9

RESOLUTION NO. 18-1248

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND AE FUND, INC. DBA FRIGO DESIGN FOR THE PROJECT KNOWN AS ITB 18-03 STAINLESS STEEL SHOWERS FOR THE DELAWARE COUNTY JAIL:

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

**ITB 18-03 Stainless Steel Showers for the Delaware County Jail
Bid Opening of October 12, 2018**

Whereas, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to AE Fund, Inc. DBA Frigo Design, the lowest and best bidder for the project; and

Whereas, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and AE Fund, Inc. DBA Frigo Design for the project known as ITB 18-03 Stainless Steel Showers for the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Contract:

CONTRACT

This Agreement is made and entered into this 8th day of November, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and AE Fund, Inc. DBA Frigo Design, 5860 McKinley Rd., Brewerton, NY 13029

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018

(“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 As used in this Agreement, “Services” shall include the description contained in this Section 1.1 and the “Scope of Services” incorporated by reference in Section 1.3. The Contractor will provide Services in connection with the following “Project”:
ITB #18-03 – Stainless steel shower cabinets for the Delaware County Jail
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
ITB #18-03 – Stainless steel shower cabinets for the Delaware County Jail opened on October 12th, 2018

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 For all Services described in the Scope of Services and Fee Proposal, the lump sum fee shall be Two Hundred Fifty Five Thousand Seven Hundred Eighty Two Dollars and No Cents (\$255,782.00).
- 4.3 Total compensation under this Agreement shall not exceed \$255,782.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the individuals listed below in writing via U.S. certified mail. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

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

Contractor:

Name of Principal in Charge: Amy Peters
 Address of Firm: 5860 McKinley Rd.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

City, State, Zip: Brewerton, NY 13029
 Telephone: (315) 834-4835
 Email: amy@frigodesign.com

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 INDEMNIFICATION

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

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

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

10

RESOLUTION NO. 18-1249

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 7133 S SECTION LINE ROAD, DELAWARE, OHIO 43015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 7133 S. Section Line Road, Delaware, Ohio 43015 has requested to make a tap connection to the Delaware County sewer system; and

Whereas, 7133 S. Section Line Road, Delaware, Ohio 43015 has requested to pro-rate the charges over a 10 year period by certifying the charges to the tax duplicate; and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now, Therefore, Be It Resolved that The Board of County Commissioners of Delaware, Ohio approves certifying the capacity charges as follows:

7133 S. Section Line Road, Delaware, Ohio 43015

In the amount of \$9,400.00 with a \$1,915.20 finance charge (pro-rated over a 10 year period), making a total of \$11,315.20 for placement on the tax duplicate. Bi-annual payment being \$565.76.

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

11

RESOLUTION NO. 18-1250

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

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

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

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

no value;

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

Item/Asset Type	Manufacturer/Model	Serial Number/Asset Number
Fax machine	Ricoh-205OL	Asset 004750
Printer	OKI Pacemark	Asset 004744
Imprint Printer	Cummins 288-9001	Asset 003791
Form Burster Duplo	V740/V700	Asset 003624
4hd Hi-Fi Stereo VHS with remote	Panasonic	
Sony TV	KV-1711D	Serial 546688
Metal TV stand on rollers	Bretford	
Monitor	Pro-view 786N	
Monitor	Dell-M991	
Monitor	Gateway VX900	Serial T8H008374
Monitor	Gateway EV 730	Serial MU17108DOU
Monitor	Gateway FPP1730	Serial 16132mul7007A0106447
Monitor	Acer-AL1916W	Serial ETL86080247400EC4280
Monitor (2)	HP Elite Display E232	
Monitor (3)	Acer V223W	
Computer	Gateway	Asset 004212
Computer	Gateway E4200	Serial 0011020203
Computer	Gateway	Serial 002976987
Computer	Dell-Dimension 8100	Serial 00019-029-734-112
Computer	IBM	Serial LKLTF9L
Laptop Computer with case	Gateway Window XP	Asset 005785
Laptop Computer with case	Dell Windows XP	
Laptop Computer with case	Winbrook XP5	Asset 002266
Computer	Nobili Window XP Prof	
Computer	Gateway	Asset 005779
Computer	Gateway	
Computer	Gateway 6500	Asset 005778
Computer	Gateway E series	
Computer	Gateway Microsoft Window 98	Asset 004216
Typewriter	Brother ML 100	Serial E8D039543
Speakers (9 sets)		
Various Computer cords		
Keyboards (10)		

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

Other business

RESOLUTION NO. 18-1251

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH CENTRAL OHIO CONTRACTORS, INC. TO PROVIDE PAVEMENT RESTORATION SERVICES AT THE DELAWARE COUNTY TRANSFER STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Central Ohio Contractors, Inc. to provide pavement restoration services at the Delaware County Transfer Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approve the following agreement with Central Ohio Contractors, Inc.:

SERVICES AGREEMENT

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

This Agreement is made and entered into this 8th day of November, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Central Ohio Contractors, Inc., 2879 Jackson Pike, Grove City, Ohio 43123 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide "Services" in connection with the following "Project":
Contracted services for the restoration of the pavement by planning existing asphalt, followed by repairs and resurfacing at the Transfer Facility.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Pavement planning, repairs and resurfacing

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A, not to exceed \$49,691.06 without subsequent modification in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Erik G. McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Joe Loewendick

Address of Firm: 2879 Jackson Pike

City, State, Zip: Grove City, Ohio 43123

Telephone: (614) 539-2579

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Email: joe@loewendick.com

6 PAYMENT

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

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

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

12

RESOLUTION NO. 18-1252

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH HOSHIZAKI NORTH CENTRAL DISTRIBUTION CENTER, INC.:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC has transferred a portion of the Creekside Development to Hoshizaki North Central Distribution Center, Inc., on October 5, 2018; and

WHEREAS, Hoshizaki North Central Distribution Center, Inc., wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with Hoshizaki North Central Distribution Center, Inc.:

ASSIGNMENT AND ASSUMPTION AGREEMENT

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the County of Delaware (the "County"), a political subdivision of the State of Ohio; Highdev II, LLC, an Ohio limited liability company (the "Property Owner") and Hoshizaki North Central Distribution Center, Inc., a Georgia corporation (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 17-997, adopted by the Board of County Commissioners of the County (the "Board"), designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on December 28, 2017, the Property Owner and the County entered into the CRA Agreement, concerning the development of a mixed use property with related site improvements, at the "Project Site" (as such term is defined in the CRA Agreement) (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed dated as of September 28, 2018 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on October 5, 2018 (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the "Ownd" (as such term is defined in the CRA Agreement) with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owner that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy").
2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.
3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).
4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.
5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018

If to Successor Hoshizaki North Central Distribution Center, Inc.,
618 Hwy 74 South
Peachtree, Georgia 30269
Attn: Jim Procuero

With a copy to: Bryan Cave Leighton Paisner LLP
One Atlantic Center Fourteenth Floor
1201 West Peachtree Street NW
Atlanta, Georgia 30309-3488
Attn: Johnny D. Latzak, Jr. Esq.

ACKNOWLEDGMENT OF PROPERTY OWNER

The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

HIGHDEV II, LLC, an Ohio limited liability company

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

13

RESOLUTION NO. 18-1253

IN THE MATTER OF APPROVING A DEVELOPMENT AND INCENTIVE AGREEMENT WITH THE CITY OF POWELL AND THE OHIO STATE UNIVERSITY:

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

WHEREAS, The Ohio State University and its Wexner Medical Center desire to develop a medical campus to be located on certain real property which on the Effective Date is in the process of being annexed to the City of Powell; and

WHEREAS, in connection with the development of the Project, University and City will be investing substantial funds to complete various public street improvements and confirmation of present and future availability of sanitary sewer service by the Delaware Regional Sewer District to the Property is of material importance to University’s decision to construct the Project; and

WHEREAS, each of County and City has found and determined that development and operation of the Project will have positive economic impact and recommend the development and incentive agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Development and Incentive agreement with the City of Powell and The Ohio State University:

DEVELOPMENT AND INCENTIVE AGREEMENT

THIS DEVELOPMENT AND INCENTIVE AGREEMENT (this “Agreement”) is entered into so as to be effective on the last date of signature below by a party hereto, by and among the **Board of Commissioners of Delaware County, Ohio**, a body corporate and politic organized and existing under the laws of the State of Ohio (“County”), the **City of Powell**, an Ohio charter municipal corporation (“City”), and **The Ohio State University**, an instrumentality of the State of Ohio (“University”). County, University, and City may be referred to herein individually as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, University and its Wexner Medical Center desire to develop a medical campus consisting of one or more buildings and associated improvements from which an ambulatory care facility, medical offices, and other related uses will operate (the “Project”), to be located on certain real property which on the Effective Date is in the process of being annexed to the City, is generally located to the northeast of the intersection of Sawmill Parkway and Home Road, and is more particularly depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “Property”); and

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

WHEREAS, in connection with the development of the Project, University and City will be investing substantial funds to complete various public street improvements in the general vicinity of the Property; and

WHEREAS, confirmation of present and future availability of sanitary sewer service to the Property is of material importance to University's decision to construct the Project; and

WHEREAS, each of County and City has found and determined, and hereby finds and determines, that the commercial and economic welfare of the County and the City will be benefited by the development and operation of the Project, and that it is necessary and appropriate and in the best interest of County and City to take certain steps as described and provided for in this Agreement in order to create employment opportunities and improve the economic welfare of the County and the City.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Definitions. Capitalized terms are defined throughout this Agreement for purposes of convenience and context. In addition, the capitalized terms below shall have the following meanings:

(a) "Abandoned Sanitary Line Easement Area" means that portion of the Property which is burdened by the Existing Internal Sanitary Line Easement and is located between the point where the Relocated Sanitary Line will connect to the Existing Sanitary Line on the south and the northern boundary line of the Property on the north, depicted in Exhibit B, which is attached hereto and incorporated herein by reference.

(b) "Existing Internal Sanitary Line Easement" means an existing easement that is of record with the Recorder in Official Record 730, Page 2231, and pursuant to which the Existing Sanitary Line is located and operated by County.

(c) "Existing Sanitary Line" means an existing 8-inch sanitary line and related improvements which are located within the Existing Internal Sanitary Line Easement.

(d) "Project Phase 1" means the development and construction of at least 150,000 square feet of gross building square footage and associated site improvements within the portion of the Property that is labeled as "Project Phase 1" in Exhibit A, which is attached hereto and incorporated herein by reference.

(e) "Recorder" means the Office of the Recorder of Delaware County, Ohio.

(f) "Relocated Sanitary Line" means a to-be-constructed relocation of a portion of the Existing Sanitary Line within the Relocated Sanitary Line Easement Area.

(g) "Relocated Sanitary Line Easement" means a non-exclusive perpetual easement with a width of twenty (20) feet, within the portion of the Property which is generally identified as such in Exhibit B and to be specifically described in the Relocated Sanitary Line Easement Agreement or other instrument used to convey said easement, to be granted by the owner of the Property (as determined on the Effective Date) or University in favor of County to accommodate the construction, operation, repair, maintenance, and replacement of the Relocated Sanitary Line, as contemplated in this Agreement.

(h) "Relocated Sanitary Line Easement Agreement" means a written agreement pursuant to which University grants the Relocated Sanitary Line Easement to County, if necessary as contemplated in this Agreement.

(i) "Sanitary Line Extension" means a 12-inch sanitary sewer line to be constructed so that it is extended from its current terminus at the Liberty Sawmill Trunk Sewer generally located to the north of the Property for a distance of approximately 2,600 feet to the south along Sawmill Parkway to a location within the Property to the southeast of the intersection of Sawmill Parkway and Royal Belfast Boulevard so that University is able to tap into the line to serve Subsequent Project Phases.

(j) "Sanitary Line Extension Costs" means the actual costs of designing, engineering, and constructing the Sanitary Line Extension.

(k) "Sawmill Parkway Assessments" means roadway assessments imposed or previously imposed by County on the Property (and additional real property located between the Property and the rights-of-way for Sawmill Parkway and/or Home Road) for all periods of time beginning on and following the first date when University obtains legal ownership of the Property.

(l) "Subsequent Project Phase" means any phase of development and operation of the Project which involves the construction and operation of new buildings and related improvements in addition to those constructed and operated as part of Project Phase 1.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

2. County Agreement to Serve Phase 1 Project. County agrees that University shall be permitted to tap the Existing Sanitary Line at a point near the intersection of the private roads within the Property which are known on the Effective Date as Castleblaney Lane and Limerick Lane, which such intersection is generally illustrated in Exhibit A. University shall be permitted to relocate a portion of the Existing Sanitary Line into the Relocated Sanitary Line Easement Area, provided that such relocation (and the removal of the Existing Sanitary Line and related improvements from the Abandoned Sanitary Line Easement Area) shall be undertaken at University's sole cost and expense including temporary service during construction to existing customers on the Existing Sanitary Line. University shall use commercially reasonable efforts to cause the Relocated Sanitary Line Easement to be granted by the entity that owns the Property on the Effective Date prior to University's purchase of the Property. In the event that the granting of the Relocated Sanitary Line Easement does not occur prior to University's purchase of the Property, University shall be permitted to commence and complete the relocation of the Existing Sanitary Line into the Relocated Sanitary Line Easement Area prior to the granting of the Relocated Sanitary Line Easement (as contemplated in Section 5(c) below), provided that the Relocated Sanitary Line Easement Agreement shall be recorded before a certificate of occupancy is issued by the City for Project Phase 1.

Upon the completion of construction of the Relocated Sanitary Line, County hereby consents to University's construction of buildings and other private improvements within the portion of the Property which is burdened by the Existing Internal Sanitary Line Easement prior to such time as the easement rights in the Abandoned Sanitary Line Easement Area are vacated by County, it being acknowledged that such construction shall not be deemed to be a default under or breach of the Existing Internal Sanitary Line Easement. County shall take action to vacate its easement rights in the Abandoned Sanitary Line Easement Area once the Relocated Sanitary Line is operational and the Relocated Sanitary Line Easement Agreement has been recorded with the Recorder. University's rights under this Section 2 shall be conditioned upon its filing of all necessary engineering and construction plans with County and receiving approval of all necessary permits. County represents and warrants to University that, on the Effective Date, the Existing Sanitary Line has the capacity to serve Project Phase 1 based on the proposed use and density as identified in this Agreement, and hereby agrees to reserve 61.5 ERUs of capacity from the Existing Sanitary Line for Project Phase 1.

3. County Agreement to Construct Sanitary Line Extension. County, University, and City acknowledge that the development and operation of any one or more Subsequent Project Phases will require the construction of the Sanitary Line Extension to provide adequate sanitary sewer service capacity to serve such Subsequent Project Phases. Subject to the provisions of Section 4 below, County agrees to complete construction of the Sanitary Line Extension within two (2) years after University delivers written notice to County and City (the "Subsequent Phase Notice") that University intends to commence construction of any one or more Subsequent Project Phases which University determines in its reasonable discretion will require use of the Sanitary Line Extension. County may request, at any time after the date that is six (6) calendar months following its receipt of the Subsequent Phase Notice but in no event more than twice annually or after construction of Project Phase 1 commences, written confirmation from University (the "University Confirmation") indicating that University remains on schedule to commence construction of such Subsequent Phase(s). Should the University Confirmation indicate that commencement of construction of the Subsequent Phase(s) has been delayed, then the length of the delay shall be specified therein and the deadline by which County shall be required to complete installation of the Sanitary Line Extension may be extended for an amount of time equal to the length of the delay specification in the University Confirmation, as measured from the date that is two (2) years after County's receipt of the Subsequent Phase Notice. Nothing shall prohibit County from commencing or completing the installation and construction of the Sanitary Line Extension at an earlier date than required as it determines to be necessary or desirable in its sole discretion. County shall be responsible for obtaining all easements and rights-of-way which are necessary to complete the Sanitary Line Extension, except that University shall grant any necessary easement(s) on the Property in favor of County which are necessary to complete construction of the Sanitary Line Extension, subject to Section 5(c) below and provided that such easements do not unreasonably interfere with any existing or planned improvements on the Property.

4. Cost-Sharing – Sanitary Line Extension. County, University, and City agree that the Sanitary Line Extension Costs shall be paid as follows:

(a) University Contribution. Within a reasonable amount of time after County awards a bid to a contractor for the construction of the Sanitary Line Extension, it shall deliver written notice of the amount of the winning bid (the "Winning Bid Amount") to University and City. If the product of (i) the Winning Bid Amount and (ii) 33.3% (such product being referred to herein as the "University Percentage Share") is less than \$250,000.00, then, no later than forty-five (45) days after County delivers the aforementioned written notice to University and City, University shall pay the University Percentage Share to County. If the University Percentage Share is equal to or greater than \$250,000.00, then University shall pay the sum of \$250,000.00 to County no later than forty-five (45) days after County delivers the aforementioned written notice to University and City, and University shall have no obligation to make any additional contributions, payments, or reimbursements toward the Sanitary Line Extension Costs. The payment that is required to be made by University to County as contemplated in and calculated pursuant to this paragraph shall be referred to herein as the "University Contribution".

(b) City Contribution. No later than forty-five (45) days after County has delivered written notice of the Winning Bid Amount to City and University, City shall pay to County, as a contribution toward the Sanitary Line Extension Costs, an amount equal to 50% of the difference between the Winning Bid Amount and the

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

University Contribution (such difference being referred to herein as the “City Contribution”), provided, however, that the City Contribution shall in no event exceed \$300,000.00 (the “City Contribution Cap”). City may pay the City Contribution to County using any funding source that it deems to be lawful and prudent including, without limitation, funds collected from City initiated and controlled tax increment financing districts.

(c) County Contribution. County shall be responsible for the payment of all of the Sanitary Line Extension Costs which exceed the sum of (i) the University Contribution and (ii) the City Contribution (County’s share of the Sanitary Line Extension Costs being referred to herein as the “County Contribution”). No later than the earlier of (A) the date that is sixty (60) days following County’s action to award the bid for the construction of the Sanitary Line Extension or (B) the date that is ten (10) days prior to commencement of construction of the Sanitary Line Extension, County shall either take action to appropriate funds to cover the costs of the County Contribution or obtain a line of credit in the amount of the County Contribution to cover such costs, which such line of credit shall remain effective until the County has appropriated funds to cover the County Contribution or completed the construction of the Sanitary Line Extension. County promptly shall provide University and City with written confirmation once one of the aforementioned actions is taken.

5. Easements. Subject to subsection (c) below, University agrees that it shall make reasonable efforts to grant or cause the grant of the Relocated Sanitary Line Easement and the following easements over, under, across, and through the Property in favor of County at no charge:

(a) Sawmill Sanitary Line Easement. A non-exclusive perpetual sanitary sewer line easement with a width of twenty (20) feet running generally parallel to the right-of-way of Sawmill Parkway (a “Sawmill Sanitary Line Easement”), which shall provide County with the ability to construct a further extension of the Sanitary Line Extension (once built) southward. The Sawmill Sanitary Line Easement shall be located as generally shown in **Exhibit B**. The terms of the Sawmill Sanitary Line Easement shall be memorialized in a written easement agreement between County and City (the “Sawmill Sanitary Line Easement Agreement”).

(b) Northern Sanitary Line Easement. A non-exclusive perpetual sanitary sewer line easement with a width of twenty (20) feet in the location shown as the “Northern Sanitary Line Easement” in **Exhibit B**. The terms of the Northern Sanitary Line Easement shall be memorialized in a written easement agreement between County and City (a “Northern Sanitary Line Easement Agreement”).

(c) Further Approvals. University discloses to County and City that University is a party to a written agreement pursuant to which it has the right to purchase the Property. Once University obtains ownership of the Property, pursuant to applicable law it must obtain the prior approval of the State of Ohio Department of Administrative Services (“DAS”) and the University’s Board of Trustees (the “BOT”) before it may convey any easement or other interests in the Property to a third party, with easements permitted to be granted for a period of up to twenty-five (25) years without the requirement to obtain legislative approval from the State of Ohio’s General Assembly. Such approvals of easements of up to twenty-five (25) years in length may take up to an estimated eighteen (18) months following the first date when University both owns the Property and makes a formal request of DAS to approve the granting of an easement, while legislation to approve permanent easements may take up to twenty-four (24) months to obtain approval. University agrees that it shall, no later than forty-five (45) days after it obtains ownership of the Property, submit all necessary applications and documentation to DAS which are required in order to request approval of a right or rights for University to grant all easements rights to County as contemplated in this Agreement for a period of up to twenty-five (25) years, and that it shall make a formal request to the BOT relating to the same by a date that will allow for the BOT’s approval of the granting of the easements no later than the date that is eighteen (18) calendar months after University has submitted necessary applications and materials to DAS. University further agrees that it shall make reasonable efforts to pursue legislative approval to make permanent all easements which it is to grant in favor of County pursuant to this Agreement so that such approval may be obtained no later than the third (3rd) anniversary of the Effective Date, provided, however, that if such legislation is not approved prior to such time as easements which have been approved by DAS and the BOT are to expire, University shall make reasonable good faith efforts to obtain additional approvals from DAS and the BOT to extend the terms of the easements as necessary. University shall diligently pursue all approvals contemplated in this paragraph and shall make reasonable good faith efforts to obtain the same as soon as reasonably practicable and legally permitted. The failure of DAS and/or the BOT to provide such approvals or the failure of the State of Ohio’s General Assembly to approve legislation to make easements in favor of County permanent shall not be deemed to be a default under or breach of this Agreement by University.

(d) Improvements Within Easement Areas. County acknowledges that, should it undertake installation, construction, maintenance, repair, or replacement of sanitary sewer lines and related customary improvements after such time as construction of the Project has commenced or been completed within the Sawmill Sanitary Line Easement, the Northern Sanitary Line Easement, and/or any other easement existing of record in favor of County on the Effective Date or granted in favor of County in furtherance of the terms of this Agreement, such actions may cause disruptions to the efficient operation of the Project. Therefore, each instrument which grants an easement contemplated hereunder shall include a provision which requires County to provide University with at least thirty (30) days’ prior written notice of its intent to begin such installation and construction, requiring representatives of County to meet with University as needed in order to identify and coordinate the installation and construction in a manner that minimizes interference with the operation of the Project, and providing University with the right to review and approve the specifications for and timing of such installation and construction, which such approval shall not be unreasonably withheld, conditioned, or delayed. In addition, each such instrument shall

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

require County to promptly restore any portions of the Property and improvements which are damaged, destroyed, or otherwise altered through the exercise of County's rights thereunder at County's sole cost and expense to the same condition as existed prior to the occurrence of the damage, destruction, or alteration.

6. Waiver of Remaining Sawmill Parkway Assessments. In partial consideration for the covenants, agreements, and commitments of University and City hereunder, County agrees that it shall waive, and hereby does waive, the requirement of University and other relevant property owners to pay the Sawmill Parkway Assessments.

University, County, and (if necessary) City agree to cooperate to execute any documentation which is necessary in order to finalize the completion of the waiver contemplated in this paragraph.

7. Contingencies to Performance. The respective obligations of County, University, and City hereunder shall be expressly conditioned upon the occurrence of all of the following:

(a) County shall have taken all required actions to approve this Agreement and shall have executed the same on or before November 12, 2018;

(b) Powell City Council shall have taken all required actions to approve this Agreement and shall have executed the same on or before November 12, 2018;

(c) Powell City Council shall have taken all required actions to (1) accept the annexation of the Property to the City and (2) approve the zoning of the Property upon terms that are acceptable to University in its sole discretion, so that all such actions are legally effective on or before April 1, 2019, unless such date is extended by University at its request or such an extension is requested by City and agreed upon by University in its sole discretion, with any such extension to be evidenced by an e-mail or other written communication delivered by an authorized representative of University to the County Administrator and the City Manager. The terms of the approved zoning of the Property shall be deemed to be acceptable to University if it has been provided a written notice of the date, time, and place for the meeting where Powell City Council will take action to zone such real property and University has not entered an oral or written objection to City Council's action into the record of the City Council's proceedings before such action is taken; and

(d) University, or one of its affiliated entities, shall have been given authorization to purchase the Property by the BOT or the board of trustees or similar board of the affiliated entity, and any other required state governmental board or agency and such purchase shall have closed on or before June 30, 2019. University is in contract to purchase the Property but its failure to do so shall not be deemed to be a default under or breach of this Agreement.

8. Miscellaneous.

(a) Amendment; Waiver. No amendment or waiver of any provision of this Agreement shall be effective against any party hereto unless in writing and signed by that party.

(b) Enforceability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not effect the remainder of this Agreement and the remainder of this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable portion were not contained herein, provided and to the extent such construction would not materially and adversely frustrate the original intent of the parties hereto as expressed herein.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, each of County, University, and City and their respective successors and assigns. This Agreement shall be assignable by University to an affiliated public or private entity of the University without the express written approval of County and City.

(d) Warranties and Representations. Each party to this Agreement represents and warrants to each other party as follows:

(i) It has the full right, power and authority to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.

(ii) This Agreement has been duly executed and delivered by it, and it constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

(e) Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or when mailed by registered or certified mail, postage prepaid, addressed the appropriate party at its address indicated as follows:

If to County:	Board of Commissioners Delaware County, Ohio 101 North Sandusky Street Delaware, Ohio 43015
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COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018

Attn: County Administrator

If to University: The Ohio State University
Planning and Real Estate
1534 North High Street
Columbus, OH 43201
Attn: Director of Real Estate

If to City: City of Powell
47 Hall Street
Powell, Ohio 43081
Attn: City Manager

or such different address of which notice shall have been given in accordance with this Agreement.

(f) This Agreement will be governed by the laws of the State of Ohio without regard to conflicts of laws principles.

(g) County and City acknowledge that, (i) as an instrumentality of the State of Ohio, University is subject to the Ohio Public Records Act (Section 149.43 of the Ohio Revised Code, as amended) and (ii) University has a statutory obligation to provide all public records upon request, unless such records are specifically exempted from disclosure pursuant to the Ohio Public Records Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the dates written below.

County:
Board of Commissioners of Delaware County, Ohio

By: _____
Gary Merrell, Commissioner
Pursuant to Resolution No. 11-137 and
Resolution No. 18-_____

Approved at to Form:

By: _____
Carol Hamilton O'Brien
Prosecuting Attorney

University:
THE OHIO STATE UNIVERSITY,
an instrumentality of the State of Ohio

By: _____
Michael Papadakis, Interim Senior Vice
President for Business and Finance & Chief
Financial Officer

Accepted By:

The Ohio State University, on behalf of its Wexner
Medical Center

By: _____
David P. McQuaid, FACHE, CEO of The OSU
Health System, and COO OSU Wexner Medical
Center

City:
CITY OF POWELL, OHIO,
an Ohio municipal corporation

By: _____
Steve Lutz, City Manager

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018

Date: _____

Approved as to Form:

By: _____

Eugene L. Hollins, Law Director

Exhibits to be attached to final form of Agreement]

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

14

RESOLUTION NO. 18-1254

IN THE MATTER OF RE-BIDDING THE PROJECT KNOWN AS 2019 CULVERT SUPPLY CONTRACT:

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

WHEREAS, the Board approved by Resolution No. 18-1091 to declare necessity for Improvements to culverts on DEL-CR65-2.04, County Home Road over Infirmary Ditch in Brown Township, and DEL-TR105-0.75 Plumb Road over an unnamed stream in Berkshire Township, approved plans, specifications and estimates for the contract for said Improvements, and advertise for bids; and

WHEREAS, no bids were received for the Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, November 27, 2018, at which time they will be publicly received and read aloud, for the project known as:

2019 Culvert Supply Contract - Rebid

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids"

The Owner requires that all work associated with the project be completed before June 10, 2019. The estimated commencement of work date is December 10, 2018.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
November 9, 2018

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

15

RESOLUTION NO. 18-1255

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the “DCBDD”) is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) shall appoint individuals to the DCBDD, pursuant to section 5126.021, *et seq.*, of the Revised Code; and

WHEREAS, two terms are expiring December 31, 2018, and appointments to the expiring terms shall be made not later than November 30, 2018; and

WHEREAS, Stephen Finney and Theodore Klecker have applied for appointment to the DCBDD, have submitted the required declarations of eligibility, and are not otherwise term-limited or disqualified from appointment;

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

Section 1. The Board hereby appoints Stephen Finney and Theodore Klecker as members of the DCBDD for terms of four years, commencing on the date of the DCBDD’s annual organizational meeting in January 2019, in accordance with sections 5126.025 and 5126.029 of the Revised Code. These terms shall expire December 31, 2022.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and copies of each appointee’s declaration of eligibility to the Superintendent of the DCBDD.

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

16
RESOLUTION NO. 18-1256

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, there will be vacancies for two members of the Board of Directors in terms expiring on December 31, 2018;

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

Section 1. The Board of Commissioners hereby approves the re-appointment of Scott Cubberly and Frank Reinhard for the terms ending on December 31, 2022.

Section 2. The re-appointments approved herein shall be effective on January 1, 2019.

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

17
RESOLUTION NO. 18-1257

IN THE MATTER OF APPOINTING A MEMBER TO THE NORTHSTAR COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”)

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018

adopted Resolution No. 07-985, establishing the NorthStar Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

WHEREAS, a current citizen member resigned his position, effective October 15, 2018, and a replacement appointment is needed to fulfill the unexpired term;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the NorthStar Community Authority Board of Trustees for the term specified herein:

Table with 3 columns: Position, Appointee, Term Ends. Row 1: Citizen Member, Richard Thayer, August 15, 2019

Section 2. The appointment approved herein shall be effective on the date this Resolution is adopted.

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

18 RESOLUTION NO. 18-1258

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF A BARGAINING UNIT AGREEMENT WITH INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS (IAEP), LOCAL R7-11, NAGE-SEIU:

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

WHEREAS, bargaining unit members of the Emergency Medical Services Department are represented by the International Association of EMT's and Paramedics and Local R7-11; and

WHEREAS, a negotiated agreement between the bargaining unit and employer expired on October 31, 2017; and

WHEREAS, the bargaining unit and the employer engaged in negotiations followed by conciliation for a successor agreement; and

WHEREAS, after fact-finding, arbitration, and the appointment of a binding conciliator, an agreement was established for the bargaining unit and the employer;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves and authorizes the execution of the following conciliated agreement with the International Association of EMTS And Paramedics (IAEP), Local R7-11, NAGE-SEIU, which shall be effective from January 31, 2018 through October 31, 2020:

AGREEMENT BETWEEN DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND INTERNATIONAL ASSOCIATION OF EMTs AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU SERB CASE NO. 2017-MED-07-0813 EFFECTIVE -January 1, 2018 THROUGH -October 31, 2020

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE AND DEFINITIONS 185
ARTICLE 2 - RECOGNITION 186
ARTICLE 3 - MANAGEMENT RIGHTS 186

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

ARTICLE 4 - NO STRIKE / NO LOCKOUT 187
 ARTICLE 5 - NON-DISCRIMINATION 187
 ARTICLE 6 – UNION DUES DEDUCTION 188
 ARTICLE 7 – PROBATIONARY PERIODS 188
 ARTICLE 8 - CORRECTIVE ACTION, MAINTENANCE OF CERTIFICATION 188
 ARTICLE 9 - PERSONNEL FILES..... 191
 ARTICLE 10 VACANCIES, ASSIGNMENTS, AND SCHEDULING 191
 ARTICLE 11 - CONFORMITY TO LAW..... 191
 ARTICLE 12 - LABOR RELATIONS MEETING 191
 ARTICLE 13 - STANDARD OPERATING GUIDELINES..... 192
 ARTICLE 14 - GRIEVANCE PROCEDURE..... 192
 ARTICLE 15 - SENIORITY 193
 ARTICLE 16 - LAYOFF AND RECALL 194
 ARTICLE 17 - MISCELLANEOUS 194
 ARTICLE 18 - UNIFORMS..... 195
 ARTICLE 19 - UNPAID LEAVES OF ABSENCE..... 195
 ARTICLE 20 - PAID LEAVES..... 196
 ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME 197
 ARTICLE 22 - VACATIONS 198
 ARTICLE 23 - HOLIDAYS 198
 ARTICLE 24 - TRAINING 198
 ARTICLE 25 - HEALTH INSURANCE..... 199
 ARTICLE 26 - WAGES 199
 ARTICLE 27 - SCOPE & SEVERABILITY, WAIVER 200
 ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE..... 200
 ARTICLE 29 – DURATION..... 201

ARTICLE 1 – PREAMBLE AND DEFINITIONS

Section 1.1 – Preamble.

This is an Agreement between the Delaware County Board of Commissioners (referred to as “Employer” or “County” or “Department”), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, (“IAEP” or “Union”), collectively referred to as “the Parties,” to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the Commissioners with regard to this Agreement is limited to their authority as established by the laws of the State of Ohio.

Section 1.2 – Definitions.

- “Bargaining Unit Seniority” shall mean the uninterrupted service time in any classification in the bargaining unit.
- “Service Time” Time of employment with Delaware County.
- “Classification Seniority” (also sometimes referred to as “time in grade”) shall mean the uninterrupted service time in any classification in the bargaining unit an employee has as a bargaining unit employee in:
 - a. Classification of Advanced-EMT; or
 - b. Classification of Paramedic.
 - c. Classification of Lieutenant

Time worked in any classification as a non- bargaining unit employee shall not count toward “Classification Seniority.”
- “County” Delaware County.
- “Days” Calendar day unless specified otherwise.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

- “Director” Director of Emergency Medical Services, who is also the Chief Officer of the Department. Director will also mean those who are authorized on his behalf, i.e., “designee”.
- “Employee” Those individuals employed in the classifications included in the bargaining unit described in Article 2.
- “Grievance” A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.
- “Grievant” "Grievant" means an employee or the IAEP.
- “S.O.G.” The Department “Standard Operating Guidelines.”
- “Shift” or “Tour of
“Work work.
Day” or “Tour” The 24 hour or other period an employee is assigned to Duty” or
- “Promotion” Change in classification from Advanced-EMT to Paramedic or Paramedic to Lieutenant (see section 26.5).
- “New Hire” Employees entering or re-entering the bargaining unit.

ARTICLE 2 - RECOGNITION

Section 2.1 – Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in this Agreement, and the resolution of grievances arising under this Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time employees in the following classifications: Advanced-EMT, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal employees, and others excluded by Ohio Revised Code Chapter 4117.

Section 2.3 - New Classifications.

In the event that a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be submitted to the State Employment Relations Board.

Section 2.4 - Meetings.

The Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings without cause. Employees shall only be permitted to attend such meetings “on-duty” with prior approval of the Director or his designee.

Section 2.5 - Temporary Transfer.

If an employee is temporarily transferred or re-assigned (for less than six (6) months) to a position outside of the bargaining unit, the employee shall remain a member of the bargaining unit. However, the County may modify the temporarily transferred or re-assigned employee’s terms and conditions of employment during the period of the transfer or re-assignment consistent with the terms and conditions of employment of those employees who are employed in a position similar to that into which the temporarily transferred employee has been placed.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Responsibilities.

Except as specifically abridged, delegated, granted or modified by a specific and express written terms or provisions of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

establish combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement County and Department work rules and policies, and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

Section 3.2 - Exercise of Rights.

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article III without prior negotiation with or agreement of the Union.

Section 3.3 - Contracting Out.

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

Section 3.4 - Drug/Alcohol Testing.

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

ARTICLE 4 - NO STRIKE / NO LOCKOUT

Section 4.1 - No Strike.

The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises, or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any Employees covered by this Agreement honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises, or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any person's affecting the work of such employees.

Any employee engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their termination and/or any actions provided for in Ohio Revised Code Chapter 4117.

Section 4.2 - Lockout.

The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1 – Nondiscrimination The County agrees not to discriminate against the employees with respect to their terms and conditions of employment and matters of discipline because of an employee's race, color, national origin, religion, sex, ancestry, political activity which is not prohibited or limited by O.R.C. Chapter 124, union activity, or because he is in a protected age group defined by federal law.

Nothing in this Grievance Procedure shall deny Members or the Union any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (herein referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the Union elects to pursue a Grievance Procedure in lieu of legal or administrative remedy, the member or the Union is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

Section 5.2 - Employee Rights. Employees have the right to refrain from forming, joining, assisting, or participating in union activity, or to engage in any such activity.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Section 5.3 - Gender. Any reference to the male gender in this Agreement shall be equally applicable to females.

Section 5.4 – Compliance with ADA. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge.

ARTICLE 6 – UNION DUES DEDUCTION

Section 6.1 - Written Authorizations. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the County. Written dues authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

Section 6.2 –Notice. The Union shall advise Human Resources and the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owed for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union.

Section 6.3 - Remittance to Union. The Employer shall instruct the Auditor to deduct the dues from each payroll check. Dues deducted pursuant to this Article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction. Any alleged error in dues deduction must be submitted in writing no later than the calendar month following the alleged error or will be deemed waived.

Section 6.4 - Revocation. There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke dues authorization in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 6.5 - Save and Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for any dues deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 7 – PROBATIONARY PERIODS

Section 7.1 - New Employees/Transfers

Newly hired employees and employees transferred into the bargaining unit must complete a probationary period of three hundred sixty-five (365) days.

Employees appointed to the classification/rank of Lieutenant must complete a probationary period of one hundred eighty (180) days.

The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

All provisions of this Agreement shall apply to new employees in their initial probationary period, or transfer from a non-bargaining unit position, including any extensions of the probationary period, except new and transfer employees may be disciplined, including termination, suspension, etc., and the discipline will not be grievable nor may it be submitted to arbitration by either the employee or the Union.

By mutual agreement, a probationary period may be extended for a period of up to one hundred eighty (180) days for new and transfer employees and employees appointed or promoted to the classification of paramedic.

Section 7.2 – Discharge/Termination

Probationary employees may be terminated or transferred back out of the bargaining unit (full-time to part-time), or returned to their former classification (Lieutenant to full-time Paramedic, Paramedic to Advanced-EMT), as appropriate, for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or under civil service laws, or otherwise subject to challenge.

ARTICLE 8 - CORRECTIVE ACTION, MAINTENANCE OF CERTIFICATION

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Section 8.1 - Discipline for Just Cause.

Employees may be disciplined or terminated for just cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or terminated for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement. Nothing in this Article precludes the right of the Employer to terminate or transfer an employee under the provisions of Article 7 - Probation.

Section 8.2 - Punctuality.

Employees shall be present, in uniform, and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 8.3 - Absence Without Leave.

An employee who is absent for a scheduled work day without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for termination, regardless of prior discipline.

Section 8.4 - Failure to Return from Leave & Inappropriate Use of Leave.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including termination, in accordance with the regular policy on absences without leave. If the Director or his designee determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including termination.

Section 8.5 – Forms and Notice of Discipline.

Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) working (paid) suspension; (4) suspension without pay; (5) forfeiture of earned leave; (6) demotion, reduction in position and/or reduction in pay; (7) termination, or (8) other discipline appropriate to the infraction.

If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Counseling, evaluations, and performance improvement plans are not deemed or to be considered as discipline.

Section 8.6 –Discipline.

For minor infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede working suspensions, suspension without pay, reduction in pay, forfeiture of leave, and/or rank, termination, or other discipline appropriate to the infraction. The commission of multiple minor offenses, whether similar or dissimilar in nature, will result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation.

Certain offenses are serious enough to warrant more severe discipline up to and including immediate discharge/termination without regard to previous reprimands or discipline. To this end, the Board of Commissioners and/or the Director reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension with or without pay, a demotion including a reduction in pay and/or rank, or termination, the County may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 8.7 - Predisciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior.

The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in this Section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and benefits for the period of suspension without pay.

Section 8.8 - Rules of Conduct.

The Director may issue or modify work rules for employees. The County policies and rules for conduct of County employees apply to employees of this Department. Certain offenses are serious enough to warrant

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

immediate termination without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County or the public;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel or the uttering of threatening or abusive language to management or to the public;
- d. Intoxication, working under the influence or the use of alcohol or an illegal controlled substance while on duty, improper use or possession of illegal controlled substances, or conviction for the sale of any illegal controlled substance at any time, on or off-duty;
- e. Falsification of any County records or employment records;
- f. Physical Violence.
- g. Criminal Convictions: however, pending criminal charges shall not limit the ability of the Employer to discipline the employee for the underlying circumstances or other violations of work rules, policies, and standards of the SOGs.;
- h. Harassment;
- i. Loss of driver's license or otherwise deemed uninsurable by the County's insurance carrier;
- j. Dishonesty.

Section 8.9 - Supersede Civil Service Law, Exclusive Remedy.

Ohio Revised Code Section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees terminated under Article 7 - Probation who shall not have any right to appeal a probationary termination.

Section 8.10 - Discipline Records.

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be placed in a "dead file" and kept on record with the Employer as required by the Ohio Revised Code.

Section 8.11 – Maintenance of Certifications and Licenses.

As a condition of continued employment with the County, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include, but are not limited to, the following:

- a. Certification as a State of Ohio Advanced Emergency Medical Technician or Paramedic.
- b. Certification in Basic Life Support for Healthcare Providers.
- c. Any member who is certified as a Paramedic shall maintain uninterrupted certification as a Paramedic.
- d. A current and valid State of Ohio Driver's License.
- e. Maintain insurability under all County automobile and/or liability insurance policy(ies).
- f. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time paramedics by federal or state law, rule or regulation, and/or the County's EMS Departmental Policies or EMS Patient Care Guidelines.

Grandfather provision. Notwithstanding anything to the contrary contained herein, there is no requirement that any member who did not possess, as of August 1, 2011, a paramedic certification obtain certification as an Paramedic. This provision shall apply only to those employees who were, as of August 1, 2011, only Advanced-EMT licensed and certified. Those employees who are Advanced-EMT certified and grandfathered by this provision (i.e., not required to obtain EMT-Paramedic certification) must maintain all other certifications and licenses required by this Article and required by the Director and as outlined and provided for in this Article. This grandfather provision shall not apply to any new employees hired or transferred into the Department, or employees employed on August 1, 2011, or after who receive their paramedic certification after August 1, 2011. All employees as of August 1, 2011 and any new employees after that date must be and remain fully certified in all licenses and certifications listed above and as may be required by the Employer.

Employee responsibility to maintain certifications and licenses. Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a member's Advanced-EMT or Paramedic certification, Driver's License and insurability under the County plan, the County reserves the right to examine the certification, licensing status and driving record of a member, and the

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Review of File.

An employee shall be allowed the right of review of his or her personnel file and be entitled to the rights and protections of O.R.C. 1347.01, Personal Information Systems provisions.

Section 9.2 - Written Statement.

Should any employee have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 10 VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 10.1 Vacancy; Posting.

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to this Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section 10.2 below.

Section 10.2 - Procedure.

The Employer will fill vacancies as follows:

Posting. Except as provided below, the Director, or his designee, shall post the vacancy notice, naming the available job. The posting shall be for ten (10) calendar days. Interested candidates may have their applications considered by filing an application with the County Human Resources Department by the end of the posting period.

Selection. The Employer shall select the candidate he deems most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to Lieutenant positions, the Director, or his designee, shall post a list as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

Section 10.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 10.4 - Transfers and Assignments.

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days notice.

ARTICLE 11 - CONFORMITY TO LAW

Section 11.1 - Supersede.

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 11.2 - Conflict with New Laws.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 11.3 - Reopen Contract.

In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable. The remaining provisions of the Agreement will remain in effect.

ARTICLE 12 - LABOR RELATIONS MEETING

Section 12.1 - Purpose.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

In the interest of sound labor relations, the Director and/or his designee shall, unless mutually agreed otherwise, on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

Section 12.2- Meetings and Agenda.

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance notice of both the Union President and the Director or his designee. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

Section 12.3 - Special Meetings.

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 12.4 – Non-bargaining.

Labor-Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour of a labor-relations meeting.

ARTICLE 13 - STANDARD OPERATING GUIDELINES

Section 13.1 Union Notification. The Director agrees that SOG's shall be provided to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to issue SOG's.) SOG's shall not violate this Agreement. The Union may request within seven (7) days of notice of new or revised SOGs to meet with the Employer in a Labor Relations Meeting to discuss new or revised SOGs.

Section 13.2 Employee Notice, Posting. Employees shall be notified of new or revised SOGs which notice may be through electronic means, e.g., County intranet. Employees will be responsible to read and acknowledge new or revised SOGs. The Employer will also post by electronic means the current collective bargaining agreement between the parties.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Intent and Purpose, Good Faith, Informal Resolution.

The grievance procedure is specifically designed to deal with all alleged violations of this contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Probationary terminations or removals are not grievable.

All employees are encouraged to informally discuss with their Captain grievances or concerns regarding the interpretation or application of the terms of this Agreement. Such discussions shall not delay or extend the timelines and requirements for filing grievances.

Section 14.2 - Definitions.

- a. **Grievance:**
A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.
- b. **Grievant:**
"Grievant" means an employee or the IAEP.
- c. **Days:**
"Days" means calendar (not work) days.

Section 14.3 - Representative.

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular shift.

Section 14.4 - Time Limits.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing, which may include email communications.

The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step. If a grievance is not timely pursued to the next step the grievance will be deemed withdrawn.

Section 14.5 - Grievance Procedure.

Step 1. The grievant must file a written grievance with his Captain within seven (7) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Captain has seven (7) days from the time the grievance is received from the grievant to reply to the grievant. If the Captain denies the grievance or fails to respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Captain's decision, or immediately after the seven (7) day period expires.

Step 2. This step begins at the time that the grievance is received by the Director. The Director, or his designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

Section 14.6 - Arbitration

Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 2) to the grievance. If the parties are unable to mutually select an arbitrator the Union may request a list of arbitrators from FMCS, SERB, or AAA. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. If the parties are unable to mediate a resolution, the matter shall proceed to arbitration. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the IAEP. If the arbitrator grants the grievance, the County will pay the arbitrator's costs.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His authority must be derived from the express, written provisions of this Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of this Agreement.

ARTICLE 15 - SENIORITY

Section 15.1 - Probationary Period; Seniority A probationary employee shall have no seniority until he satisfactorily completes the probationary period as a full-time employee. Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification or Bargaining Unit Seniority."

Section 15.2 Loss of Seniority

An employee's seniority shall cease when one or more of the following occurs:

- a) Terminated for just cause;
- b) Layoff exceeding twelve months;
- c) Refusing recall or not reporting for duty as defined in Section 16.3;
- d) Retirement;
- e) Failure to return upon expiration from an approved leave of absence; or
- f) Resigns (unless reinstated under Section 15.3)

Section 15.3 Seniority Frozen; Reinstatement

Leave Department. Bargaining unit members who leave the Delaware County EMS Department and are reinstated to a bargaining unit position within one hundred and eighty (180) calendar days shall have their seniority restored upon rehire to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

Leave Bargaining Unit/Remain with the Department. Employees who leave a bargaining unit position and remain employed by the EMS Department with no break in service in the Delaware County EMS Department and return to a bargaining unit position shall have their seniority restored upon return to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Section 15.4 - Station Transfers.

For purposes of station transfers, classification seniority precedes bargaining unit seniority.

ARTICLE 16 - LAYOFF AND RECALL**Section 16.1 – Layoffs.**

The County will follow the procedures in Ohio Civil Service law for layoffs except as modified in this Article. The County will notify the Union 30 days prior to the date of a layoff.

Section 16.2 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by bargaining unit seniority. The least senior employee within each classification shall be laid off first and the most senior employee within each classification shall be recalled first. Employees with higher classifications who are laid off may displace less senior employees in successively lower classifications. Part-time employees within each classification shall be laid-off before any full-time employees in the affected classification. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles him or her to be retained or recalled does not have the ability to perform the available work the Director need not retain or recall the employee. The Director, in order to determine whether an employee has the ability to perform available work may utilize documentation submitted by the employee or order the employee to be evaluated by a physician, determined and paid by the County.

Section 16.3 - Recall.

If the Department fills part-time positions while full-time employees remain on layoff, the full-time employees on layoff will have the first opportunity for those part-time positions. Full-time employees electing or declining recall to available part-time positions will remain on the recall list for full-time positions for the duration of the recall period. To be eligible for recall employees must possess the necessary certifications or licenses for their classification.

In the event of recall, employees will be notified of recall via personal service or certified letter sent to the employees last known address on file. The employee will have five (5) calendar days to respond to the Human Resources Department and accept or reject recall. Employees that accept recall will have fourteen (14) calendar days to report for duty.

Employees who return from recall will have their seniority and rate of pay restored at time of layoff. Benefits will be restored effective the first full month after recall.

No employee shall be hired until all employees on layoff have been eliminated either through recall, waiver or elimination.

Recall rights shall exist for 365 days from the effective date of the layoff.

Section 16.4 - Good Faith Discussions.

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 12 of this Agreement.

ARTICLE 17 - MISCELLANEOUS**Section 17.1 - Safe Working Conditions; Duty to Report.**

The Employer intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

Section 17.2 - Bulletin Boards.

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or his designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee or County employee or officials;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or
- c. commentary regarding a candidate for elected office or issues or for office in the Union.

Section 17.3 - Mileage Reimbursement.

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

For purpose of this section, Department business is defined as mandated overtime that requires travel from

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

station to station or floaters required to travel from station to station. "Trades" or voluntary overtime that requires travel from station to station does not meet the definition of Department business.

Section 17.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the Director, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

ARTICLE 18 - UNIFORMS

Section 18.1 - Initial Issue.

The County agrees to provide each full-time employee, the following clothing:

- Three pairs of fatigue pants
- Three fatigue shirts with appropriate markings, optional long sleeve for one shirt
- Two items total of job shirts or wind shirts
- One belt
- One pair of black shoes or boots
- One set of protective / safety gear, to include pants, coat, helmet, and rescue gloves
- Safety glasses

Section 18.2 - Replacement.

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director, or designee, reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

Section 19.1 - Disability Leave.

- A. Unpaid Disability Leave Requested by the Employee.** If an employee's illness or disability continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid disability leave.

Employees may utilize donated sick leave after exhausting their paid leaves; however, any approved unpaid disability leave shall commence once the employee's paid leaves are exhausted. Employees shall not accumulate leaves or paid holidays when utilizing donated sick leave.

An employee may request an unpaid disability leave for up to six (6) months if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave, compensatory time and vacation. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay. Employees who are not able, at the expiration of the unpaid disability leave, to perform all the functions and duties of their classification will be deemed separated from employment.

To be eligible to return from unpaid disability leave, the employee may be required to authorize the release of medical records or at the discretion of the Employer, submit to an examination. Refusal or failure to submit records or be examined will be deemed separated.

- B. Involuntary Disability Leave or Disability Separation from Employment.** The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, it is determined that the employee is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the County may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for the six (6) month period of unpaid leave, the Employer may separate the employee.
- C. Reinstatement, Permanent Separation.** Within one (1) year from the expiration of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the County may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. To be eligible for reinstatement the employee must authorize the release of examination results. The County shall pay for the examination. If the examination discloses the employee

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

has recovered from the disability and is otherwise able to perform the regular duties of his position, the County shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application and completion of examinations. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for greater than six (6) months, the Employer may permanently separate the employee.

- D. Early Return from Disability Leave.** If a disability leave of absence is granted for a definite period of time, at the discretion of the Director, the employee may be reinstated before the expiration of the leave.
- E. Follow Up Examinations.** It will be the responsibility of employees to be available for follow-up examinations, to be paid by the Employer, and submit all documentation on request of the Employer.

Section 19.2 - Family and Medical Leave.

The Employer may implement all aspects of the Family and Medical Leave Act in its discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

Section 19.3 - Military Leave.

Military Leave will be administered in accordance with the federal and state law.

ARTICLE 20 - PAID LEAVES

Section 20.1 - Sick Leave.

Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of this Article is subject to Article 8 of this Agreement (Corrective Action).

Balance Transfers:

A employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of his sick leave accumulated in his prior service. The employee is responsible for obtaining certification of his previously accumulated sick leave.

Use:

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or patients, and for absence due to illness, or injury in the employee's immediate family where the employee's presence is necessary.

Misuse, Abuse:

Misuse, abuse, or patterned use of sick leave may be grounds for disciplinary action.

Immediate Family:

"Immediate Family" for include: grandparents, great grandparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children; grandchildren, and legal guardian; or other persons who stand in the place of a parent to the employee.

Reporting Absence:

An employee who is absent due to one of the above reasons must report his absence one (1) hour before his shift begins or prior to reporting off sick while on duty.

Deduction:

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

At Death:

Upon death of an employee, unused accumulated sick leave shall be paid to his spouse, children or parents, if any, in that order, or to his estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of his death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

At Separation:

Upon resignation or retirement from Delaware County, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick leave.

Section 20.2 - Funeral Leave.

An employee may be absent with pay for up to one twenty-four (24) hour tour to attend the funeral of an

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

immediate family member as defined in Section 20.1 (d) and the following: grandparents-in-law, aunts and uncles.

Section 20.3 – Court and Jury Duty Leave.

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty with the County. Whether or not the court appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give his Captain prior notice and proof of his jury duty call, and submit his jury fee to the County Treasurer in order to receive his regular pay.

Section 20.4 - Union Leave.

The Union President or his designee(s) shall be granted up to one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings. All Union leave must be reported to the Director or his designee prior to the time taken.

Section 20.5 – Personal Leave

Employees shall be entitled to personal leave up to two (2) times each year in increments of either twelve (12) or twenty four (24) hours. Personal leave shall not be used in connection with other forms of leave and shall be deducted from the employee's sick leave balance. Unused personal leave shall not carry over into the next calendar year. Time spent on personal leave shall not count as actual hours worked for overtime purposes.

Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time, or unforeseen emergency situations, and shall not be used for gainful employment or recreation. Employees will use this emergency exception responsibly. If used for an emergency situation, personal leave may be used in conjunction with other leaves. Employees shall provide an explanation, if requested, for the use of personal leave.

ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME

Section 21.1 - Work Schedule.

The normal schedule shall consist of 24 hours (one work day, shift or tour of duty) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule or the start time of a shift, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period.

Section 21.2 - Compensatory Time.

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or his designee, may deny a compensatory time request for a certain time if he determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

Section 21.3 - Call-Back.

When an employee is called back to work by the Director, or his designee, for hours of work not abutting his regular work shift, he shall be paid for at least two (2) hours.

Section 21.4 - Overtime Rotation.

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

Section 21.5 - Employee Trades.

An employee shall be permitted to trade time with another employee upon submitting the trade into the County's scheduling software. The hours worked for a trade shall not be considered hours worked for overtime. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule for that shift. Trading of shifts outside of the normal work schedule will not be authorized (e.g. overtime shifts).

In the event of an unforeseen circumstance, an employee may call their assigned station to make arrangements with another employee to provide coverage. This may only occur twice in any 6 month period. The duty lieutenant or the acting lieutenant must be notified. Additionally, the trade shall be completed on the County's scheduling software immediately upon the employee's arrival. If no one is willing to trade, the employee calling shall speak with the duty or acting lieutenant, and indicate that they will be late. The duty or acting lieutenant shall notify an on-duty Captain.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

Trades shall not impede department operations. Both employees are required to have at least 48 hours of sick time accrued to be eligible to trade. Employee's agreeing to work a trade who are late or absent without leave at the time they are scheduled to work shall be held accountable, not the employee for whom he/she is working. When an employee calls off for a trade time or fails to report for duty, that employee shall have that amount of time deducted from their sick leave bank, but will not be paid for the deducted sick leave. Employees who show a pattern of not honoring trades will be ineligible for trades for a period of one year.

When submitting the trade into the scheduling software, both days that will be traded must be indicated. Trades must be paid back within a ninety (90) calendar day period.

In the case of trades, employees may work a total of 48 hours. After 24 hours of continuous work time, an employee will not operate emergency vehicles.

ARTICLE 22 - VACATIONS

Section 22.1 - Vacation Leave Accrual.

An employee (after completion of one full year of service) shall have earned two weeks of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

<u>For 24-48 Hour Employees</u>	
1 to 7 years service	120 hours
8 to 14 years service	168 hours
15 to 24 years service	216 hours
25 or more years of service	264 hours

Section 22.2 - Unpaid Absence.

No vacation is earned while an employee is on layoff or unpaid leave.

Section 22.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Section 22.4 - Payment on Death.

In the case of an employee's death, earned, but unused vacation leave shall be paid to the person designated in writing by the employee on a form to be provided by the Employer at the deceased employee's then hourly rate of pay. If no person has been designated or if the designated person is deceased, such earned, but unused vacation pay shall be paid under the applicable provisions of the Revised Code (See R.C. Sections 325.19(E) and 2113.04).

Section 22.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 23 - HOLIDAYS

Section 23.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

- | | |
|-------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (third Monday in January) |
| 3. Washington-Lincoln Day | (third Monday in February) |
| 4. Memorial Day | (last Monday in May) |
| 5. Independence Day | (July 4) |
| 6. Labor Day | (first Monday in September) |
| 7. Veterans Day | (November 11) |
| 8. Thanksgiving Day | (fourth Thursday in November) |
| 9. Day after Thanksgiving Day | (fourth Friday in November) |
| 10. Christmas Day | (December 25) |

Section 23.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 24 - TRAINING

The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS,

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

PALS, ACLS, CPR (or equivalent training/courses) and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper documentation and submit it to the Director.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days' notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit member's pay rates will be based on their December 31, 2017 "year-end hourly wage" as established in this Agreement.

Section 26.2 - New (Probationary) Bargaining Unit Members.

All part-time (non-bargaining unit) employees who become full-time and transfer into the bargaining unit will begin at the "Entry" point of the Salary Scale defined in Section 26.3, below. This provision shall not apply to employees who were previously classified as full-time employees in the bargaining unit and are now returning to full-time.

A newly-hired full-time employee may be placed at a wage rate to be determined at the sole discretion of the Employer.

Section 26.3 - Salary Scale.

Newly hired employees or employees going from part-time status to full-time status shall not be eligible for scheduled across-the-board annual adjustments that occur during their probationary period, but shall receive the across-the-board increase the first full pay period following completion of the probationary period.

All bargaining unit member's pay rates will be at or above the entry rates listed below for the period of this Agreement. All members will receive their annual pay increase in the first full pay period of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5.

Pay rates for employees in calendar years 2019 and 2020 shall be 6.0% and 3.0%, respectively above the rate received on December 31st of the prior calendar year.

Position & Minimum Base Rates	Year			
		2018 = 0%	2019 = 6%	2020 = 3%
Advanced EMT		\$10.42	\$11.05	\$11.38
Paramedic		\$12.24	\$13.00	\$13.39
Non-Probationary Lieutenant		\$16.64	\$17.64	\$18.17

The entry rates will be adjusted by the across-the-board increase percentages, as listed above.

Each full-time paramedic and Advanced EMT who is employed as of January 1, 2019 shall receive a one-time lump sum payment of one-thousand four hundred dollars (\$1,400.00). Each full-time lieutenant who was employed as of the date of the Conciliation Award shall receive a one-time lump sum payment of one-thousand six hundred dollars (\$1,600.00). The one-time lump sum payments shall be issued in the first full pay period of 2019, and shall be subject to federal, state and local taxation.

The pay rates for employees as of the date of execution of this Agreement and for the duration of this Agreement is set forth in the separate Agreement between the parties, which will be the agreed rates for the term of this Agreement.

Section 26.4 - Evaluations. Employees whose written performance evaluations indicate that they are

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

not performing at an acceptable level will not receive a pay increase on January 1st. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

Section 26.5 - Promoted Employees, Paramedics and Lieutenants rate of Pay, Demotion

An employee who is newly promoted from Classification of Advanced-EMT to that of EMT-Paramedic, shall receive a 7.5% increase in their current hourly rate or be moved to the New Hire Paramedic Wage, whichever is greater at the time of their promotion. After successful completion of their probationary period, employees promoted to the classification of Paramedic shall receive an additional 5% increase in their hourly rate of pay.

An employee who is promoted to the rank of lieutenant from the classification of EMT-Paramedic shall receive a 7.5% increase in their current hourly rate or be moved to the New Hire/Entry Rate for lieutenant whichever is greater at the time of their promotion. After successful completion of their probationary period employees promoted to the rank of lieutenant shall receive an additional 5% increase in their hourly rate of pay.

Employees who receive raises from a promotion shall not be eligible for the scheduled across-the-board increase that occur during the probationary period or the across-the-board increase next following the completion of their probationary period.

Employees who do not successfully complete their probationary period and employees demoted (voluntarily or involuntarily) shall be placed at the rate of pay had that employee remained in their prior classification.

Section 26.6 - Out-of-Class Pay. Employees who hold the classification of EMT-Paramedic shall be paid the out-of-class rate of \$1.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 6 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or his designee. Employees who hold the classification of Advanced-EMT shall not be eligible for out-of-class assignments.

Section 26.7 - Field Training Officers Employees who hold the classification of EMT-Paramedic and are assigned to field train new employees shall receive FTO (Field Training Officer) supplement of \$1.00 per hour for hours actually worked as a FTO. All FTO assignments must be pre-approved by the Director, or his designee. Lieutenants shall not be eligible for FTO supplement.

Section 26.8 – Longevity As compensation for fulltime years of service to the County, employees in the bargaining unit who are employed by the Employer on January 1, 2019 shall be entitled to annual longevity pay based upon years of completed service on January 1, 2019. No employee who has not completed five (5) or more years of service on January 1, 2019 shall be eligible for longevity pay. No employee hired after January 1, 2019 shall be eligible for longevity pay.

Longevity pay shall be ‘frozen’ as of January 1, 2019. Each bargaining unit employee’s longevity pay shall be frozen at an amount equal to \$100.00 for each year of completed service, based on the employee’s years of completed service on January 1, 2019. Longevity pay shall be divided and paid bi-weekly.

Employees of the bargaining unit who are employed by the Employer on January 1, 2019 shall receive a one-time across-the-board percentage increase of 1.0% in the first full pay period in 2019, and an additional 0.5% during the first full pay period in 2020 based on their December 31, 2017 and 2019 “year-end hourly wage rates,” respectively, as established in this Agreement.

ARTICLE 27 - SCOPE & SEVERABILITY, WAIVER

Section 27.1 - Supersede.

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 27.2 - Scope and Waiver .

During the negotiations leading to the execution of this Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of this Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of this Agreement.

ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 28.1 - Alternate Procedure.

The provisions of this Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

Section 28.2 - Mediation / Fact-finding.

During negotiations the parties may, upon written request to the State Employment Relations Board (“SERB”),

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize fact-finding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a fact finder shall be made by alternate strike from the panel. The fact finder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a fact finder’s recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

Section 28.3 - Impasse / Conciliation.

If impasse is reached, as declared by either or both parties, following either mediation and/or fact-finding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association (“AAA”), the State Employment Relations Board (“SERB”), or the Arbitration Mediation Services (“AMS”). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and arbitrator’s service equally.

The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties’ last and best offers. The conciliator may conduct mediation before hearing evidence. His determination, after hearing, must be on an issue-by-issue basis from the parties’ last and best offers. The conciliator’s determinations must be based on the criteria set forth in O.R.C. § 4117.14(G)(7).

Section 28.3 - Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code § 4117.14(H).

ARTICLE 29 – DURATION

Section 29.1 This Agreement shall be effective from January 1, 2018 through October 31, 2020.

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

19

ADMINISTRATOR REPORTS

Mike Frommer,

- Will Be Attending And Participating In Part Of The County Engineer Bauserman’s Annual Township Meeting. Plan To Cover Move To JVS Campus, Track-It And Open To Questions.
- Earlier Agenda Item On OSU Agreement, Also Involves Future Sewer Planning

20

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis,

- Finance Authority Lunch Meeting Today At The New Renaissance Westerville-Polaris Hotel
- Veterans’ Day Breakfast At Source Point On Friday
- Delaware Had The Highest Voter Participation In The State

Commissioner Benton

- Finance Authority Lunch Meeting Today
- Veterans’ Day Parade On Sunday
- This November 11th Is The 100 Year Anniversary Of The End Of WWI
- Ohio Wesleyan’s Outlook Meeting Is Tuesday Evening
- TID Meeting On Wednesday

Commissioner Merrell

- Finance Authority Lunch Meeting Today
- Veterans’ Day Breakfast At Source Point On Friday
- Veterans’ Day Parade On Sunday
- Worked At Board Of Elections On Tuesday
- Budget Hearings Will Continue Next Week
- A Thanks To Board Members Time And Commitment

21

RESOLUTION NO. 18-1259

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 8, 2018**

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 The Sale of Property at Competitive Bidding.

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

RESOLUTION NO. 18-1260

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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners