

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, President
Gary Merrell, Commissioner

Absent:
Jeff Benton, Vice President

1:30P.M. WORK SESSION

1
RESOLUTION NO. 19-120

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 7, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 7, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Absent
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2
PUBLIC COMMENT

3
RESOLUTION NO. 19-121

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0208 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0208:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0208, memo transfers in batch numbers MTAPR0208 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Treasurer State Ohio	Audit State	10011102-5301	\$12,500.00

PR Number	Vendor Name	Line Description	Account	Amount
R1901906	BRUNER CORPORATION	HVAC MAINTENANCE	10011105 -	\$5,496.00
		AGREEMENT WILLIS BLD	5325	
R1901908	BRUNER CORPORATION	HVAC MAINTENANCE	10011105 -	\$8,889.00
		AGREEMENT 117	5325	
		COURTHOUSE		
R1901958	GEER GAS CORPORATION	O2 MEDICAL SUPPLY	10011303 -	\$7,000.00
			5335	
R1901968	APCO INTERNATIONAL	APCO INTELICOM EMD	21711326 -	\$10,000.00
		SOFTWARE	5320	
R1901970	WEST SAFETY SOLUTIONS CORP	TEXT TO 9-1-1 SERVICE	21711326 -	\$15,000.00
			5330	
R1901972	FRONTIER	9-1-1 PHONE LINES	21711326 -	\$35,720.00
			5330	
R1901992	XYLEM WATER SOLUTIONS USA INC	REPLACE SUBMERSIBLE RAW PUMP AT OECC	66211900 -	\$39,794.18
			5450	
R1902005	AG-PRO OHIO LLC	SNOW PLOWS FOR GATORS	66211900 -	\$6,820.00
		AT OECC AND ALUM CREEK	5260	
R1902018	METROPOLITAN LIFE INSURANCE COMPANY	2019 GROUP LIFE INSURANCE PREMIUMS	60211902 -	\$80,000.00
			5370	

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

R1902043	TREASURER,DELAWARE COUNTY	UPGRADE PROJECT	66611900 - 5410	\$155,480.00
R1902044	BEST EQUIPMENT COMPANY INC	QUICKVIEW HD INSPECTION POLE CAMERA	66211900 - 5450	\$20,906.25

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

4

RESOLUTION NO. 19-122

IN THE MATTER OF NOTICING PARTICIPATION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS IN MEETINGS OF THE JOINT BOARD OF THE DELAWARE COUNTY, FRANKLIN COUNTY, AND LICKING COUNTY BOARDS OF COMMISSIONERS TO ADDRESS A DRAINAGE PETITION FOR THE COOK TRI-COUNTY WATERSHED:

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

WHEREAS, on December 4, 2018 a Joint County Ditch petition for The Cook Tri-County Watershed was filed with the Clerk of the Franklin County Board of Commissioners; and

WHEREAS, on December 19, 2018 a Joint Board Of The Delaware County, Franklin County, and Licking County Boards Of Commissioners was organized to address the drainage petition for Cook Tri-County Watershed; and

WHEREAS, the Joint Board of The Delaware County, Franklin County, and Licking County Boards Of Commissioners shall conducted a view of the proposed improvements; and

WHEREAS, the Joint Board of The Delaware County, Franklin County, and Licking County Boards Of Commissioners shall hold a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Cook Tri-County Watershed Drainage Improvement;

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

Section 1. The Board hereby notices participation in The Joint Board viewing for the proposed improvements on Thursday February 21, 2019 starting at 4:00 P.M. at The Monroe Township Building 7621 Johnstown-Alexandria Road Johnstown, Ohio 43031.

Section 2. The Board hereby notices participation in the Joint Board hearing for the proposed improvements Tuesday April 23, 2019 at 9:00A.M. at the Franklin County Government Building 373 S. High Street, 26th Floor Columbus, Ohio 43215.

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

5

RESOLUTION NO. 19-123

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MADMAT, LLC (DBA PABLOS HAVANA CAFÉ) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 Madmat, LLC, located at 9685 Sawmill Road, Powell, Ohio, 43065; 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 Mrs. Lewis Aye Mr. Benton Absent Mr. Merrell Aye

6

RESOLUTION NO. 19-124

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO AND THE DELAWARE COUNTY PCSA TO PLAN AND IMPLEMENT THE OHIO START (SOBRIETY, TREATMENT, AND REDUCING TRAUMA) PROGRAM:

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the memorandum of understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program:

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of October 1, 2018 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio (“PCSAO”), and the Delaware County PCSA, a governmental entity organized under the laws of Ohio (“County PCSA”). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio’s county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an intervention program that will provide specialized victim services to children who have suffered victimization due to parental drug use. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee consisting of representatives from PCSAO, the Ohio Attorney General’s Office, representative PCSAs, Casey Family Programs, Ohio Department of Job and Family Services, Ohio Department of Mental Health and Addiction Services, The Institute for Human Services, The Ohio State University College of Social Work, and the Ohio University Voinovich Center.

This Agreement is supported by grant number 2019-VOCA-132234677 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice through the Ohio Attorney General’s Office. The Federal award identification number (FAIN) is 16.575 and the federal award date is 10/1/18. This agreement is also supported by grant number TI081684-01 awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. The Federal award identification (FAIN) is 93.788 and the federal award date is 9/28/18.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this Agreement, the Parties shall work together to design and implement the Ohio START program as set forth in the program’s Timeline to this Agreement attached hereto as Exhibit A. This Agreement may be amended from time-to-time to include additional Timelines that shall be signed by the Parties.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation. Training and technical assistance has been procured through the Institute for Human Services (IHS) and Children and Family Futures (CFF).

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program’s Evaluation Plan to this Agreement attached hereto as Exhibit B. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

3. County PCSA Responsibilities. To participate in Ohio START, the County PCSA agrees to meet the program's implementation requirements, roles and responsibilities as set forth in the program's PCSA Implementation Requirements, Roles and Responsibilities attached hereto as Exhibit C. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Activities, Timeframes and Minimum Work Guidelines attached hereto as Exhibit H.

3.1. Leadership and Support. In addition to ongoing local management of Ohio START, provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement and evaluate Ohio START program.

3.2. Implementation. County PCSA is responsible for implementing Ohio START by working directly with the victims, abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, and behavioral health providers; execute a MOU with behavioral health providers and juvenile/family court to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, and trained to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; and ensure fidelity to the Ohio START model by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family court personnel trained.

3.3. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO and Ohio START Steering Committee to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.

3.4 Fiscal Responsibility. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO. The County PCSA is responsible for tracking Ohio START expenditures including federal and non-federal match and for adhering to the requirements in Sections 5. and 6. of this Agreement. County PCSA acknowledges that any misuse of federal funds or miscalculation of non-federal funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that it will be solely responsible for any miscalculation and/or misuse of funds pursuant to Section 15.2 of this Agreement.

3.5 Data Sharing and Evaluation. County PCSA will work with the Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine how parenting behaviors have changed for parents with substance abuse problems; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Steering Committee will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSAO agrees to administer any tools developed by the universities for evaluation purposes.

3.6 Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement and evaluate Ohio START.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

4.2. Funding. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA's Program Budget (Exhibit D), PCSAO shall provide funds (Victim of Crime Act Funds, VOCA and State Opioid Response Funds, SOR) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by PCSAO VOCA and SOR Funds.

4.3. Technical Assistance. PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. Available training and technical assistance has been procured through the Institute for Human Services. PCSAO will work closely with I.H.S to ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Reports and Payments.

5.1. Financial and Program Reports. Throughout the Term of this Agreement, County PCSA will prepare and submit monthly Outcome Measurement Surveys (OCM, Exhibit E3) and program and financial reports to PCSAO no later than the 10th of each month, attached hereto as Exhibit E. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program, financial and Outcome Measurement Survey reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

5.2. PMT Reports. The quarterly Performance Measurement Tool (PMT) reports will be collected through the Needs Portal Database. County PCSA must enter all Ohio START data into the Needs Portal System beginning October 1st, 2018 and ensure data is accurate at the end of each quarter (December 31st, March 31st, June 30th and September 30th) so that it may be submitted to the OVC. Failure to submit data into the Needs Portal may lead to early termination of this Agreement.

5.3. Payments. PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Attorney General's Office (VOCA recipient) or the Ohio Department of Mental Health and Addiction Services (SOR Recipient) is unable to reimburse PCSAO (sub-recipient) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

6. Use of Funds.

6.1. Compliance with Agreement. Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for any other purpose without PCSAO's prior written approval. The County PCSA, as a VOCA and SOR sub-grantee, shall be subject to same terms and conditions as PCSAO.

6.2. Compliance with Law. Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

6.3. No Earmarked Funds. County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

6.4. Use of Funds. During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and meet the Financial Policies and Procedures for VOCA and SOR Funds to this Agreement attached hereto as Exhibit F. County PCSA must submit the Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended and the allowable non-federal match. The County PCSA must submit a Monthly Financial Report (Exhibit E2) by the 10th of each month indicating the portion of federal Ohio START Funds expended for the previous month and the portion of non-federal funds used to match said federal funds. The County PCSA agrees to adhere to the Financial Policies and Procedures and ensure that the Funds are used only for allowable expenses. The County PCSA Ohio START Funds non-federal match are expected to be in-kind expenses or cash match. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

6.5. Eligibility of Funds. PCSAO agrees to serve as the sub-recipient of the Ohio START Funds and thus agrees to the special conditions associated with the VOCA and SOR funds and requirements set forth by the Ohio Attorney General's Office and Ohio Department of Mental Health and Addiction Services,

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

respectively. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions prepared by the Office of Victims of Crime and the Ohio Attorney General's Office found on pages 2-4 of the Ohio Attorney General's VOCA Guidelines and Eligibility and SOR Guidelines documents attached hereto as Exhibit G.

6.6. Return of Funds. The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

7. Records, Review and Audit. County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least six (6) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds.

8. Lobbying Prohibition. In addition to the restrictions regarding the use of Ohio START Funds, no project, initiative, event or other work product created in connection with this Agreement, and no discussion or communication regarding the same, may (a) address itself to the merits of any specific legislation or legislative proposal, or (b) directly encourage recipients to take action with respect to any legislation.

9. Term and Termination.

9.1. Term. This Agreement shall commence upon the Effective Date and shall continue until September 30, 2019 (Term), unless sooner terminated under Section 9.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

9.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement, and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

10. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

11. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

12. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Ohio START activity.

13. Intellectual Property

13.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

13.2. Program Materials. In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). The Parties shall jointly hold IP Rights to Program Materials. Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

14. Communication Standards. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

14.1. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and VOCA as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g. reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and VOCA shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

“This [publication/report/project/event] was made possible in collaboration with PCSAO, whose mission is to advocate for safe children, stable families, and supportive communities.” And

“This publication was supported by grant number 2019-VOCA-132234677 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice through the Ohio Attorney General’s Office.”

14.2. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

“The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO.”

14.3. Use of Ohio START Logo. County PCSA shall include the Ohio START’s logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials as long as the content relates to the program.

15. Insurance and Indemnification.

15.1. Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party’s property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

15.2. Indemnification. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents and employees, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

16. General.

16.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

16.2. Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.

16.3. Separate Entities. By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend and hold the other Parties harmless from any claim or loss relating to the same.

16.4. Notices. All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

16.5. Subcontracting. The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

16.6. Assignment. Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

16.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

16.8. Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

16.9. No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

16.10. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

16.11. Severability. If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

16.12. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

16.13. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

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

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

7

RESOLUTION NO. 19-125

IN THE MATTER OF APPROVING THE PURCHASE OF EQUIPMENT FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has before it a request from Delaware County Emergency Medical Services to purchase Zoll X Series monitors/defibrillators and additional equipment ancillary thereto (the "Equipment"); and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Equipment is available for purchase via the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Zoll Medical Corporation is offering a trade-in value for existing Delaware County monitors for a credit on the purchase price of the Equipment; and

WHEREAS, the Director of Emergency Medical Services recommends approval of the purchase;

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

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019

Section 1. The Board hereby finds and determines that the County has defibrillators/monitors that are not needed, obsolete, or unfit for public use and authorizes the sale of said equipment to Zoll Medical Corporation, as a credit against the purchase of Equipment approved herein.

- Physio Lifepak 12 – Serial Number: 32662561 Credit Amount: \$5,500.00
- Physio Lifepak 15 – Serial Number: 41408675 Credit Amount: \$11,000.00

Section 2. The Board hereby approves the purchase of the Equipment from Zoll Medical Corporation., an authorized vendor under the Program, at a total price of \$79,905.99.

Section 3. The Board hereby declares that the purchase of the Equipment shall be in accordance with the contract and terms and conditions of Schedule # 800752, Index # STS652 of the Program, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order for a total of \$79,905.99 to Zoll Medical Corporation, from Fund Number 41711436.

Section 5. This Resolution shall take immediate effect upon passage.

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

8
RESOLUTION NO. 19-126

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY GENERAL SAFETY POLICY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adopt the following:

Delaware County

GENERAL SAFETY POLICY

It is the policy of the Delaware County administration to inform, train, and protect employees from the hazards they may encounter.

Effective Date: February 11, 2019

Supersedes: Delaware County Policy 1/1/97

References: 29CFR1910, 29CFR1926, OAC 4123

Scope: This program applies to all personnel who work for Delaware County.

Administrative: The Delaware County Safety & Security Director is responsible for developing, maintaining, and annually reviewing the written safety policies, work rules, and reviewing departmental procedures. Each office/department will be responsible for carrying out the policy. The Director of Safety & Security will provide assistance as needed.

Delaware County realizes that safety is a vital part of all of our operations and is an integral part of every employee's daily duties. In addition, Delaware County is required to establish a safety program in compliance with the Public Employment Risk Reduction Program (PERRP) which has adopted many parts of the Occupational Safety and Health Administration (OSHA) Title 29 CFR 1910 General Industry and 1926 Construction regulations. The policies, procedures, and training established by Delaware County is the best effort to consolidate and coordinate the various laws in existence. Delaware County is bound by the Ohio Revised/Administrative Code and Federal Law as it relates to a safety program.

Delaware County is committed to providing a safe work environment free from any recognized hazard to all employees. Delaware County's objectives are to minimize and eliminate exposure to conditions which may result in an injury and/or illness to employees.

In order to comply with the Public Employment Risk Reduction Program (PERRP), Delaware County will establish a Safety Program which will develop and provide procedures and practices which will recognize and protect employees from occupational safety and health hazards.

SAFETY IS
EVERYBODY'S BUSINESS!

DELAWARE COUNTY

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

SAFETY PROGRAM GENERAL GUIDELINES

Delaware County Safety Program will:

1. Provide policies, work rules, procedures, and practices that will recognize and protect all employees and be in compliance with the Public Employment Risk Reduction Program (PERRP).
2. Provide the systematic identification, evaluation, and prevention of actual and potential safety hazards.
3. Seek to prevent accidents, near-miss accidents, injuries, and illnesses.
4. Provide clear communications of policies, work rules, procedures, and priorities.
5. Ensure fair application of 29 CFR 1910 General Industry & 1926 Construction regulations, applicable standards, and other safety practices for all employees and individuals receiving services and programs provided or arranged by Delaware County.
6. Investigate accidents and near-miss accidents to prevent further related hazards.
7. Conduct periodic inspections of buildings and worksites to ensure compliance with standards and policy.
8. Display the PERRP Safety poster and other required posters.
9. Ensure proper training is provided to all employees on the Delaware County's safety policies, work rules, procedures, and potential safeguards.
10. Enforce all aspects of Delaware County's safety policies, work rules, procedures, and disciplinary actions.

SAFETY AND HEALTH RESPONSIBILITIES

APPOINTING AUTHORITY AND SUPERVISORY PERSONNEL

The responsibilities of the Appointing Authority and Supervisory Personnel are:

1. Implement Delaware County's safety program with assistance from the Director of Safety & Security.
2. Identify areas of concern and develop/or assist developing written strategies to correct those concerns.
3. Take an active leadership role in monitoring the progress and efficiency of the program on a day-to-day basis.
4. Establish clearly defined authorities and responsibilities to meet safety standards.
5. Provide employees with a copy of Delaware County's responsibilities, work rules, and safety procedures and ensure that all employees understand them.
6. Ensure that all employees are fully trained and that each training session is recorded and documented.
7. Participate in or send a representative to the periodic Delaware County Safety and Security meetings.
8. Inspect tools and equipment frequently to ensure that equipment is safe. Equipment in poor condition will be taken out of service immediately.
9. Monitor compliance with the program and provide leadership, authority, and decisiveness in dealing with non-complying employees, up to and including terminating their employment after following disciplinary procedures.
10. Provide on-going input into the program for necessary changes in procedures as determined by changes in working conditions, violations noted, and unique situations.
11. Take immediate action to correct unsafe conditions created. Immediately stop work in areas which are hazardous or life threatening.
12. Ensure that all injuries are promptly treated and reported.
13. Investigate accidents and near-misses and submit a completed report.
14. Conduct Hazard Assessments and have all necessary safety equipment available for employee use.
15. Perform periodic safety and health inspections/walk-throughs of pre-selected areas of the facility/areas. The Director of Safety and Security will provide guidance and lead this program.
16. Ensure that all Public Employment Risk Reduction Program (PERRP) required posters are posted throughout the employee work place.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

EMPLOYEE RESPONSIBILITIES

The responsibilities of every employee of Delaware County are:

1. Follow the Public Employment Risk Reduction Program (PERRP) regulations, applicable OSHA regulations, and other standards.
2. Bring forward employee safety concerns without fear of reprisal.
3. Know and utilize safe work rules and procedures.
4. Follow all Delaware County's policies and procedures.
5. Take proper precautions to assure personal safety, fellow employees' safety, and public safety.
6. Report potentially unsafe working conditions to supervisors and/or the appointing authority.
7. Participate actively in safety programs, training, and meetings.
8. Report to work in a condition so as to be able to work safely.
9. Maintain good housekeeping in the work area.
10. Not use unsafe, damaged, or defective equipment.
11. Ask questions regarding any tasks to be performed which are not understood.
12. Inspect Delaware County's vehicles and equipment daily or before use.
13. Report accidents and near misses immediately to the supervisors and/or the appointing authority.

DIRECTOR OF SAFETY AND SECURITY RESPONSIBILITIES

The responsibilities of the Director of Safety and Security of Delaware County are:

1. Be in charge of safety and related matters within Delaware County where applicable.
2. Identify areas of concern and develop written work rules and procedures to correct these concerns with assistance or in assistance to supervisors, directors, or appointing authorities.
3. Assist appointing authorities with compliance with the Public Employment Risk Reduction Program (PERRP).
4. Work with Delaware County Administrative Services to maintain all safety records as required by the standards that are applicable to Delaware County.
5. Review issues brought forward, review accidents, injuries, and near misses as a basis for recommending a means or implementing a means to prevent recurrence.
6. Have primary responsibility in the Delaware County inspection program.
7. Perform, review, analyze, monitor and act on reports of site inspections.
8. Develop programs or assist in developing programs when asked to instruct and train employees regarding safety and health standards.
9. Determine needs or assist in determining needs and recommend suitable personal protective equipment.
10. Have the authority to stop any unsafe operation or practice and to require immediate correction.
11. Be knowledgeable of all safety requirements and ensure that any changes in the standards are integrated into the program or that appointing authorities, directors, or supervisors are made aware.
12. Review Delaware County's safety program annually to ensure safety needs are being met.
13. Organize and serve as chair for Delaware County's Safety and Security Committee.

GENERAL SAFETY RULES AND PROCEDURES

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

It is the policy of Delaware County to provide a workplace free of recognized serious safety hazards for the benefits of our employees, supervisors, and the general public. To achieve this goal, it is necessary to establish workplace rules/procedures and cite regulations/standards for all parties to follow, thus leading to the elimination of injuries and near misses.

The part of the individual in reducing accident risk is further recognized as playing a key role in establishing and maintaining a safe and productive workplace. Employees of Delaware County shall, as a condition of employment, accept personal responsibility for their own action and follow all rules, practices, and procedures established or cited by Delaware County, as well as to report possible safety problems to responsible management personnel.

Managers and supervisors shall, as a condition of employment, understand their responsibilities to follow all rules, practices, and procedures established or cited by Delaware County, require compliance by all employees to these rules, practices, and procedures, respond promptly to resolve employee concerns regarding safety, analyze changing conditions to determine the safest method or course of action to protect employees and the public, and report/correct possible safety problems. The Director of Safety and Security can assist or take action when requested.

Delaware County must advise you that unsafe practices or deliberate violations of safety rules will result in appropriate disciplinary action up to and including termination.

The following actions on your part are contrary to the best interest of Delaware County, its employees, and the public we serve. Delaware County reserves the right to add or delete requirements under this policy.

1. Failure to promptly report all personal injuries and accidents to your supervisor or other official, including damage or injury to Delaware County property, an employee, or member of the public regardless of who is at fault.
2. Engaging in horseplay, or any form of disruptive conduct, while on duty for Delaware County.
3. Failure to comply with written or cited safety work rules, regulations, or standards.
4. Operating equipment in a careless or reckless manner.
5. Failure to report defective equipment or unsafe conditions of any equipment or facilities that may endanger an employee or member of the public.
6. Misuse, abuse, or damage property of Delaware County or the property of the public while acting on behalf of Delaware County.
7. Using Delaware County property without authorization, including permitting unauthorized personnel to operate, use, or access property of Delaware County.
8. Inattention to your work assignment that may result in an unsafe work practice.
9. Failure to maintain the workplace in a reasonable condition. Trash, garbage, and other refuse shall be placed into the proper container. Work areas shall be cleaned of debris at such time as is convenient but no later than the end of the day.
10. Use of personally owned tools or personal protective equipment that does not meet or exceed all applicable safety standards. Delaware County reserves the right to restrict or remove all unsafe tools from the premises.
11. Deliberately creating or allowing an environmental emergency or event, such as a spill, release, or transport of an un-placarded vehicle, to occur which may cause injury to employees, the public, or the environment.

HOUSEKEEPING

Housekeeping is the number one precursor for inspectors to gauge whether serious safety violations exist. The rule of thumbs is "if an employer and employees take the time to keep spaces tidy, they most likely take the time in other parts of the operation to include safety." Orderliness in our workplace contributes to a safe working environment by minimizing obstacles and potential safety threats such as spills, trip hazards, and sharp objects.

It is up to managers, supervisors, directors, and appointing authorities to frequently assess spaces for good housekeeping. The Director of Safety and Security will frequent workplaces and sites in Delaware County to assess housekeeping and hazards present. These results will be forwarded to managers for that site. The Director of Safety and Security can assist with creating a plan to make a space safer for employees or the public.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

Housekeeping requirements include:

1. All places of employment, passageways, storerooms, and service rooms must be clean, orderly, and in a sanitary condition
2. Floors must be maintained in a clean and dry condition whenever possible.
3. Every floor, working place, and passageway must be kept free from protruding nails, splinters, holes, or loose boards.
4. Aisles and passageways must be kept clear, in good repair, and without obstruction across or in the aisles.
5. Tools and equipment must be properly stored when not in use.
6. Chemicals, liquids, and other hazardous materials must be stored correctly.
7. Clearance of 24" must be maintained between the top level of the stored material and the sprinkler deflectors.
8. Clearance of 36" must be maintained around lights and heating units to prevent ignition of combustible materials.
9. Keep access clear of at least 36" to safety equipment such as fire alarm pulls, extinguishers, AEDs, safety showers/eyewash stations, etc.
10. Material must not be stored within 36" of a fire door opening.
11. Emergency exit routes must be free and unobstructed especially of explosive or flammable materials.
12. Keep open a space of 36" wide by 36" deep around electrical panels.
13. Electrical cords shall not reside permanently through doorways and must not present a tripping hazard.
14. Food and drinks must be kept in allowed areas and away from hazardous materials.
15. Compressed air will be under 30psi for general cleaning (not to be used for the cleaning of employees).
16. Ensure walking working surfaces can support the maximum intended load for that surface.

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

**9
RESOLUTION NO. 19-127**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FEDERAL-AID ROAD PROJECTS:

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

Supplemental Appropriations:

29214020-5420	South Old State Road Improvements/Road Constructions	\$2,737,821.62
29440443-4509	Smothers Rd-Red Bk/Schott Int/Federal Grants A	\$658,750.00
29440443-5420	Smothers Rd-Red Bk/Schott Int/Road Constructions	\$658,750.00
29440446-4509	2018 HSIP SR 3 & Galena Rd Int/Federal Grants A	\$536,250.00
29440446-5420	2018 HSIP SR 3 & Galena Rd Int/Road Constructions	\$536,250.00

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

**10
RESOLUTION NO. 19-128**

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECTS KNOWN AS DEL-CR 48-2.45, CENTERBURG ROAD OVER CULVER CREEK; AND DEL-CR 30-05.60, SUNBURY ROAD GUARDRAIL REPLACEMENT PROJECT:

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

DEL-CR 48-2.45, Centerburg Road Over Culver Creek

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

WHEREAS, Resolution Number 16-533 declared the necessity, approved a Project Grant Agreement with the Ohio Department of Transportation and initiated the project known as DEL-CR 48-2.45, Centerburg Road over Culver Creek (the "Improvement"); and

WHEREAS, the County Engineer has prepared specifications and estimate for the Improvement, which includes the design-build of a single span steel beam bridge over Culver Creek, including minor approach reconstruction to replace a structurally deficient bridge to promote safety of the traveling public; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$295,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The specifications and estimate for the project known as DEL-CR 48-2.45, Centerburg Road over Culver Creek, are hereby approved.

Section 2: 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, March 19, 2019, at which time they will be publicly received and read aloud, for the project known as:

**DEL CR048-02.45
Centerburg Road over Culver Creek**

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 one (1) year Maintenance/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 November 1, 2019. The estimated commencement of work date is April 9, 2019.

Please see work restriction dates listed in the proposal notes.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, (David-Bacon) Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. 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:
February 15, 2019
February 22, 2019
March 1, 2019

Sunbury Road Guardrail Replacement Project

WHEREAS, Resolution Number 18-1126 declared the necessity, approved a Project Grant Agreement with the Ohio Department of Transportation and initiated the Project known as DEL-CR 30-05.60, Sunbury Road Guardrail Replacement Project (the "Improvement"); and

WHEREAS, the County Engineer has prepared plans, specifications and estimate for the Improvement, which includes the replacement of guardrail on Sunbury Road between the bridge over Little Walnut Creek and Cupstone Drive as necessary to meet current roadside safety design standards, and for public safety and welfare; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$109,997;

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimate for the project known as DEL-CR 30-05.60, Sunbury Road Guardrail Replacement Project, are approved.

Section 2: 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, March 19, 2019, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR 30-05.60
Sunbury Road Guardrail Replacement Project**

All proposals shall be submitted electronically 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 one (1) year Maintenance/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 October 25, 2019. The estimated commencement of work date is July 22, 2019.

Bidders must be pre-qualified as a Contractor by the Ohio Department of Transportation.

This is a Federal-Aid project and the Federal Equal Employment Opportunity regulations listed in the proposal shall govern. There is no Disadvantaged Business Enterprises (DBE's) participation goal on this contract.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, (Davis-Bacon) Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. 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:

- February 15, 2019
- February 22, 2019
- March 1, 2019

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

**11
RESOLUTION NO. 19-129**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

Permit #	Applicant	Location	Type of Work
U19-017	Century Link	Sunbury Road	Place aerial cable on existing poles
U19-018	MCI Metro	Green Meadows Drive	Install fiber optic cable via directional bore
U19-019	AEP	South Section Line Road	Install, replace existing poles
U19-020	WOW!	South Old 3 C Highway	Attach to existing pole
U19-021	AEP	Rutherford Road	Replace existing poles
U19-022	AEP	Cheshire Road	Install, remove & replace poles
U19-023	Suburban Natural Gas	Lewis Center Road	Lay gas main

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

12

RESOLUTION NO. 19-130

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR STEITZ ROAD – HYATTS TO CLARK SHAW SECTIONS 1 AND SECTION 2:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Steitz Road – Hyatts to Clark Shaw Sections 1 and Sections 2;

NOW, THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Steitz Road – Hyatts to Clark Shaw Sections 1 and 2 as follows:

OWNER’S AGREEMENT
PROJECT NUMBERS: 7047, 9009

THIS AGREEMENT, executed on this 11th day of February, 2019 between **METRO DEVELOPMENT, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the projects described as **Steitz Road – Hyatts to Clark Shaw Section 1**, further identified as Project Number 7047, and **Steitz Road – Hyatts to Clark Shaw Section 2**, further identified as Project Number 9009, are governed by the following considerations to wit:

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

OPTIONS:

- Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto. Also prior to the signing of the plat, the **OWNER** shall execute a bond, certified check, irrevocable letter of credit or other approved financial warranty equal to the cost of engineering and surveying, easement acquisition, videotaping of site, inspection fees and construction costs for the project known as Steitz Road – Hyatts to Clark Shaw Section 2, as identified in the Estimate of Probable Cost approved by the Delaware County Engineer on January 9, 2019 and made a part of this agreement by reference.
- Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. With respect to any bond, certified check, irrevocable letter of credit or other approved financial warranty to be provided pursuant to this Agreement, the Owner shall either be listed as the principal thereon or shall require that the Owner’s contractor be listed as the principal thereon

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

for and on behalf of the Owner; provided, however, that, regardless of the named principal, the County shall be the obligee or beneficiary listed thereon, and this Agreement shall be incorporated by reference therein.

The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **EIGHTY THOUSAND DOLLARS (\$80,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

CONSTRUCTION COST ESTIMATES:

Steitz Road – Hyatts to Clark Shaw, Section 1	\$4,020,800
Steitz Road – Hyatts to Clark Shaw, Section 2	\$2,251,900

CONSTRUCTION BONDS:

Section 1, Construction Bond	\$4,020,800
Section 2, Construction Bond	\$2,251,900
Section 2, Inspection Fee Bond	\$180,200

DEPOSITS:

Section 1, Inspection Fees	\$80,000
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MAINTENANCE BONDS:

Section 1, Maintenance Bond Amount	\$402,080
Section 2, Maintenance Bond Amount	\$225,190

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

13

RESOLUTION NO. 19-131

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN FINCON LIMITED AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-TR 99-1.79, PIATT ROAD EXTENSION:

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

WHEREAS, the County Engineer recommends approval of the contract of sale and purchase with FINCON LIMITED for the project known as DEL-TR 99-1.79, Piatt Road Extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract of sale and purchase with FINCON LIMITED for the project known as DEL-TR 99-1.79, Piatt Road Extension as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 11th day of February, 2019, FINCON LIMITED, whose address is 203 Olentangy Crossing, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Parcel 10-WD
DEL-TR 99-1.79, Piatt Road Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty Thousand Two Hundred Eleven Dollars (\$30,211)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified,

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

BE IT FURTHER RESOLVED that the Board approves a Purchase Order and Voucher for the above contract.

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

**14
RESOLUTION NO. 19-132**

IN THE MATTER OF APPROVING SPEED LIMIT REDUCTIONS ON SOUTH OLD 3C HIGHWAY (CR #24), AND ON SUNBURY ROAD (CR #30):

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

WHEREAS, a request has been made by the Delaware County Engineer (the “Engineer”) that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered to be safe and reasonable on S. Old 3C Highway (CR #24) between Freeman Road (TR #111) and a point 0.03 miles south of Big Walnut Road (TR #109), and on Sunbury Road (CR #30) from a point 2.4 miles north of Smothers Road (CR #3) to Big Walnut Road (TR #109) in Delaware County, Ohio; and

WHEREAS, the Engineer has caused to be made engineering and traffic investigations upon the sections of roads described above; and

WHEREAS, it is the belief of the Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder and road width and development), the allegation that the statutory speed limit of 55 is unrealistic upon the sections of roads; and

WHEREAS, the Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigations and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on S. Old 3C Highway (CR #24) between Freeman Road (TR #111) and a point 0.03 miles south of Big Walnut Road (TR

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019

#109), and on Sunbury Road (CR #30) from a point 2.4 miles north of Smothers Road (CR #3) to Big Walnut Road (TR #109) in Delaware County, Ohio;

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

Section 1. The Board hereby requests that the Director of the Ohio Department of Transportation determine and declare a reasonable and safe speed limit on the sections of roads described above.

Section 2. Upon being advised that the Director of Transportation has determined and declared a revision of the speed limits on the sections of roads described above, the Engineer shall promptly erect standard signs properly posted and giving notice thereof.

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

15

RESOLUTION NO. 19-133

IN THE MATTER OF APPROVING FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, ON BEHALF OF THE DELAWARE COUNTY SHERIFF’S OFFICE, AND CORRECTIONAL HEALTHCARE COMPANIES, INC.:

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

This is the Fifth Amendment to the Agreement for Inmate Health Care Services at Delaware County, Ohio effective January 1, 2019 through March 31, 2019 (hereinafter “AGREEMENT”) between Correctional Healthcare Companies, Inc., (hereinafter “CHC”) and Delaware County, Ohio (hereinafter the “COUNTY”).

WHEREAS, paragraph 9.0 of the AGREEMENT provides that the AGREEMENT may be renewed one additional three year period; and

WHEREAS, the Parties desire to amend the contract amount; and

WHEREAS, the Parties wish to amend paragraph 9.0 of the AGREEMENT to allow for a temporary extension through March 31, 2019; and

WHEREAS, the parties desire to so renew the AGREEMENT and to amend it in accordance in herewith.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the AGREEMENT shall be amended to provide for an additional term beginning January 1, 2019 through March 31, 2019 and that the monthly compensation shall increase to \$54,154.36 per month during this term.

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

16

RESOLUTION NO. 19-134

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE RESERVE AT HIDDEN CREEK AND CLARKSHAW MOORS SECTION 3:

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

WHEREAS, the construction of new sanitary sewers at The Reserve at Hidden Creek and Clarkshaw Moors Section 3 have been completed to meet Delaware County Sewer District requirements; and

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

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

The Reserve at Hidden Creek	2560’ of 8- inch sewer	\$160,404.85
	15- manholes	\$ 47,164.05

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

Clarkshaw Moors Section 3	535' of 12-inch sewer	\$59,688.39
	215' of 15- inch sewer	\$33,865.15
	3-manholes	\$ 9,858.00

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

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

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

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

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

17
RESOLUTION NO. 19-135

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NORTHSTAR SECTION 1 PHASE B:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Northstar Section 1 Phase B;

NOW, THEREFORE, BE IT RESOLVED, that The Board of Commissioners approves the sanitary sewer improvement plans for Northstar Section 1 Phase B for submittal to the Ohio EPA for their approval.

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

18
RESOLUTION NO. 19-136

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE STATEMENTS OF QUALIFICATIONS FROM QUALIFIED DESIGN-BUILD FIRMS FOR THE DELAWARE COUNTY, OHIO REGIONAL SEWER DISTRICT TRANSFER AND RECYCLING CENTER DESIGN-BUILD-FINANCE-OPERATE PROJECT:

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

WHEREAS, the Regional Sewer District desires to receive statements of qualifications from qualified design-build firms for the Delaware County, Ohio Regional Sewer District Transfer and Recycling Center Design-Build-Finance-Operate Project; and

WHEREAS, the Regional Sewer District will provide the Request for Qualifications documents, including requirements, format, and forms; and

NOW, THEREFORE, BE IT RESOLVED that the Request for Qualifications Documents for the Delaware County, Ohio Regional Sewer District Transfer and Recycling Center Design-Build-Finance-Operate Project are hereby approved and that the Sanitary Engineer is authorized to advertise for and receive qualifications on behalf of the Board in accordance with the following Request for Qualifications:

**PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
Delaware County Regional Sewer District
50 Channing Street
Delaware, Ohio 43015**

Statements of Qualifications from qualified design-build firms for the DELAWARE COUNTY, OHIO REGIONAL SEWER DISTRICT TRANSFER AND RECYCLING CENTER DESIGN-BUILD-FINANCE-OPERATE PROJECT will be received by the County of Delaware, Ohio at the Regional Sewer District Office, 50 Channing Street, Delaware, Ohio 43015, until **1:30PM local time March 11, 2019.**

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019

Delaware County ("County") requests Statements of Qualifications from solid waste operators that are qualified and experienced to design, build, finance, and operate a new Delaware County Transfer and Recycling Center ("TRC"). The TRC will provide for the transferring of municipal solid waste, recyclables, and other materials to support the County residents, businesses, and institutions in their efforts to manage their waste along with some out of county solid waste and recyclables. In addition, the TRC will support the efforts of the Delaware, Knox, Marion, and Morrow (DKMM) Solid Waste District to achieve the recycling and diversion goals as established in the Ohio Environmental Protection Agency approved DKMM solid waste plan.

The existing facility is located at 888 US Highway 42 N, Delaware, Ohio 43015. **The new TRC will be located at 1020 US Highway 42 N, Delaware, Ohio 43015.**

This project includes a long-term contract for the operation of the TRC. The operating contract will provide for maintenance of the facility and cost of service for the County.

After evaluating the responses to this RFQ, the County will select a short list of candidates that it considers to be the most qualified, per the RFQ. The short-listed firms shall be sent a Request for Proposal ("RFP") for this project

The complete REQUEST FOR QUALIFICATIONS may be obtained at:

The County's web page, <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids"

The Sewer District's web page, <http://www.co.delaware.oh.us/sanitary/newweb/Bids.asp> "Advertisement for Bids"

The Board of County Commissioners reserves the right to take any action affecting the RFQ that would be in the best interests of the County and/or conduct investigations with respect to the qualifications and experience of each Respondent.

END OF ADVERTISEMENT

**By ORDER of the Board of Commissioners,
This 11th day of February, 2019**

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

19

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

20

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the MORPC executive meeting last week.
-The Ohio Wesleyan Community Days will happen this weekend.

Commissioner Lewis
-The Work Session scheduled for 1:30 PM this afternoon will need to be rescheduled.

21

RESOLUTION NO. 19-137

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official.

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

RESOLUTION NO. 19-138

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2019**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners