

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

1
RESOLUTION NO. 19-139

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 11, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 11, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
RETIREMENT TRIBUTE
BILL CLEVINGER, WITH THE DELAWARE COUNTY REGIONAL SEWER DISTRICT

4
RESOLUTION NO. 19-140

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0220, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0220:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0220, memo transfers in batch numbers MTAPR0220 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Various Day Care (P1901252)	Job and Family Program	22511607-5348	\$10,000.00
PR Number	Vendor Name	Line Description	Account Amount
R1902030	BLUES AUTO SERVICE INC	REPAIR 21-k9-1	60111901 \$5,138.85 - 5370
R1902069	DETECTION INSTRUMENTS CORP	SURFACE MOUNT ANTENNAS WITH SS HANGERS	66211900 \$1,190.00 - 5201
R1902069	DETECTION INSTRUMENTS CORP	WIRELESS DATA LOGGERS	66211900 \$6,390.00 - 5260
R1902069	DETECTION INSTRUMENTS CORP	ACRUSTAT SOFTWARE WITH BLUETOOTH ADAPTER	66211900 \$150.00 - 5320
R1902069	DETECTION INSTRUMENTS CORP	ACRULOG 4GXT AND 3 GXT DATA PLAN	66211900 \$1,050.00 - 5330
R1902069	DETECTION INSTRUMENTS CORP	FREIGHT FOR EQUIPMENT	66211900 \$25.65 - 5331
R1902078	ROMANELLI & HUGHES BUILDING CO INC	REFUND OF CAPACITY AND INSPECTION FEE FOR LIBERTY	66211900 \$8,575.00 - 5319
R1902091	BLACK & VEATCH CORP	IMPROVEMENTS AT LSWRF	66611900 \$50,000.00 - 5410
R1902092	BLACK & VEATCH CORP	FLOWS AND TREATABILITY REPORT PREP	66611900 \$35,000.00 - 5410
R1902096	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	PARTS TO REBUILD HVAC AHU UNITS - JAIL	40111402 \$14,000.00 - 5228

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

R1902108	SUPERION LLC	DEVELOPMENT REVIEW SOFTWARE - SANITARY ENGINEER	66211900 - 5452	\$49,525.09
R1902130	CERTIFIED LABORATORIES	OPERATING SUPPLIES OIL FOR PUMPS - RSD	66211900 - 5201	\$15,000.00
R1902130	CERTIFIED LABORATORIES	PPE - GLOVES	66211900 - 5225	\$5,000.00
R1902134	BRUNER CORPORATION	HVAC CONTROL UPGRADE WILLIS BLDG.	10011105 - 5228	\$4,318.00
R1902134	BRUNER CORPORATION	LABOR TO INSTALL UPGRADE TO HVAC CONTROLS	10011105 - 5328	\$1,742.00
R1902163	AIRXCHANGE INC	REBUILD HEAT WHEEL - JAIL	40111402 - 5228	\$5,754.37
R1902168	SYNAGRO CENTRAL LLC	RES #18-1431 SERVICE AGREEMENT - DEWATERIN	66211900 - 5328	\$50,000.00
R1902175	XYLEM WATER SOLUTIONS USA INC	SPARE PUMPS - 2019 BUDGET	66211900 - 5450	\$146,315.84

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

**5
RESOLUTION NO. 19-144**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Lt. J. Webb, H. Days, K. Paine and A. Ritter attend an IPMBA-Bike Training class in Delaware, Ohio from May 20-24, 2019 at the cost of \$1200.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Lt. C. Hill attend a 2019 Ohio Health EMS Conference in Columbus, Ohio from May 20-21, 2019 at no cost.

The Emergency Medical Services Department is requesting that Lt. Jen Ransom attend a 2019 Northeast Ohio CPS Safety conference in Middleburg, Ohio at the cost of \$65.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Andrew Roy attend an IPMBA Bike Training conference in Delaware, Ohio; at the cost of \$295.00 (fund number 10011303).

The Administrative Services (Dog and Kennel Department) is requesting that Charles Jones attend a Humane Agent Training in London, Ohio June 24-27, 2019; at the cost of \$350.00 (fund number 20411305)

The Emergency Medical Services Department is requesting that Lt. J. Webb and Terry Webb attend a St. Ann’s cardiovascular update class in Columbus, Ohio at no cost.

The Emergency Medical Services Department is requesting that Lt. Jessica Carnes and Josh Harper attend an OSU Leadership class in Columbus, Ohio at no cost.

The Commissioners’ office is requesting that ten county representatives attend the MORPC State of the Region session on April 18, 2019 at the cost of \$1,000.00 (fund number 10011139).

The Emergency Communications Department is requesting that Patrick Brandt attend an Israeli Leadership Training in Delaware County on March 21, 2019 at the cost of \$100.00 (fund number 21411306).

The Emergency Communications Department is requesting that Patrick Brandt, Jason Hutchisson and Telecommunicator attend an Ohio APCO/NENA Conference at the Kalahari Resort and Conference Center from April 15-17, 2019 at the cost of \$1,415.00 (fund number 21411306/21711326).

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

**6
RESOLUTION NO. 19-142**

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM ELODIE THE NAIL LOUNGE, LLC 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 Mr. Benton to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from Elodie The Nail Lounge, LLC, located at 64 Powell Road, Lewis Center, OH 43035; and

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

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

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO. 19-143

IN THE MATTER OF A TRANSFER OF A LIQUOR LICENSE REQUEST FROM TRIKEN INC. (DBA CORNER MARKET) TO ENGLEFIELD, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a Transfer Of A Liquor License Request From Triken, Inc. (DBA Corner Market) To Englefield, Inc., located at 3761 S US 42, Delaware, OH 43015; 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 Aye Mr. Merrell Aye

8

RESOLUTION NO. 19-144

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 100.648 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Merrell, seconded by Mr. Benton to acknowledge that on February 7, 2019, the Clerk to the Board of Commissioners received an annexation petition request to annex 100.648 acres from Berlin Township to the City of Delaware.

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

9

RESOLUTION NO. 19-145

IN THE MATTER OF MAKING REQUEST TO THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) FOR THE USE OF DELAWARE COUNTY’S ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (ED RLF) FOR AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING AND ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE:

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

WHEREAS, the Delaware County ED RLF currently has a balance of \$168,850.49; and

WHEREAS, it is a requirement by the Ohio Development Services Agency under the Community Development Block Grant program to conduct an Analysis of Impediments to Fair Housing of Delaware County; and

WHEREAS, the analysis cost is not to exceed \$23,000 per the Ohio Development Services Agency guidelines; and

WHEREAS, Delaware County and the City of Delaware wish to enter into an Intergovernmental Agreement to jointly formulate an Analysis of Impediments to Fair Housing;

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

Section 1. The Board hereby requests that ODSA allow Delaware County to use \$15,000 of the ED RLF for

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

the Analysis of Impediments to Fair Housing.

Section 2. The Economic Development Coordinator is hereby directed to forward this Resolution to the Office of Community Development, Ohio Development Services Agency.

Section 3. The Board of Commissioners of Delaware County, State of Ohio, hereby approves an Intergovernmental Agreement between the Delaware County Board of Commissioners and the City of Delaware for an Analysis of Impediments to Fair Housing as follows:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 21st day of February, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Delaware 1 South Sandusky Street, Delaware, Ohio 43015 (the “City”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482 and 307.15, *et seq.*, of the Revised Code. The Parties mutually desire to cooperate and share services for the purpose of formulating a joint Analysis of Impediments to Fair Housing (the “Analysis”) as required by the Ohio Development Services Agency (ODSA) and the federal Community Development Block Grant (CDBG) program.

Section 3 – Division of Responsibilities

The County holds a contract with Poggemeyer Design Group, Inc. (the “Consultant”) for administrative services for its PY2018 CDBG Allocation and Revolving Loan Fund programs. As recommended by ODSA, the Consultant shall prepare the required Analysis jointly and on behalf of the County and City. The County shall pay the Consultant in full and shall invoice the City for the specified agreed-upon amount of its share of the cost of the Analysis.

Section 4 – Compensation

The Parties are responsible to pay a lump sum fee of \$23,000, which includes reimbursable expenses, to the Consultant, as set forth in Exhibit A, and there shall be no additional contract amendments. In full compliance with ODSA and CDBG policies and procedures, the County is committing and will provide \$15,000 toward the fee from its Economic Development Revolving Loan Fund as a Waiver Project, and the City is committing and will provide \$8,000 toward the fee from its PY18 CDBG Allocation Administration funds.

Section 5 – Records and Reporting

The Parties each agree to maintain all records related to the Grant and this Agreement in accordance with the Ohio Public Records Act, their respective Public Records Policies and retention schedules.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and contractors and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the City within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage. Because the Parties are governmental entities and lack the authority to indemnify, the Parties each agree to be responsible for the actions and omissions of their respective officials, employees, agents, servants, contractors, and any other person for whom they are liable. Each Party shall solely be responsible for their respective costs, liabilities, and expenses related to any claims arising from this Agreement and release the other Party for any responsibility therefor.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

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

- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

10

RESOLUTION NO. 19-146

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CDBG HOUSING REVOLVING LOAN FUND (RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency has provided financial assistance to Delaware County through CDBG Housing RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG Housing RLF Report to the ODSA OCD;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG Housing Semi-Annual Report for to July 1, 2018 to December 31, 2018.

Section 2. The Board of Commissioners authorizes the submittal of CDBG Housing RLF Semi-Annual Report for the period of July 1, 2018 to December 31, 2018 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Reports to ODSA OCD.

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

11

RESOLUTION NO. 19-147

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (CDBG ED RLF) SEMI-ANNUAL REPORT TO THE OHIO

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019

DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA
OCD):

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

WHEREAS, the Ohio Development Services Agency provides financial assistance to Delaware County through the CDBG ED RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG ED RLF Report to the ODSA OCD;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG ED RLF Semi-Annual Report for July 1, 2018 to December 31, 2018.

Section 2. The Board of Commissioners authorizes the submittal of CDBG ED RLF Semi-Annual Report for the period of July 1, 2018 to December 31, 2018 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Report to ODSA OCD.

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

12

RESOLUTION NO. 19-148

**IN THE MATTER OF ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITIZEN PARTICIPATION PLAN:**

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

WHEREAS, the Ohio Development Services Agency’s Ohio CDBG Small Cities Handbook requires communities to maintain a Citizen Participation Plan and make updates every five years; and

WHEREAS, the Economic Development Coordinator recommends adopting the Delaware County Citizen Participation Plan for 2019 to 2024;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby adopt the attached Delaware County Citizen Participation Plan for 2019 to 2024.

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

13

RESOLUTION NO. 19-149

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLES FOR THE USE
OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department (“EMS”) to expend county monies for the purchase of two (2) emergency response vehicles; and

WHEREAS, these emergency response vehicles for Delaware County EMS are necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the emergency response vehicles are available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, the necessary vehicles are available from another party, Chesrown Chevrolet, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new motor vehicles to be used by the Delaware County EMS because the purchase will ensure that a sufficient number of vehicles are maintained to provide daily coverage in furtherance of the public health, safety, and welfare.

Section 2. The Board hereby authorizes the purchase of two (2) 2019 Chevrolet Tahoe four-wheel drive, four-door commercial CK-15706 vehicles at a total cost of \$70,652.00 from Chesrown Chevrolet, Delaware, Ohio, upon the equivalent terms, conditions, and specifications of State of Ohio Index No. GDC050, Contract No. RS901519.

Section 3. The Board hereby approves the necessary purchase order in the amount of \$70,652.00 to Chesrown Chevrolet, Delaware, Ohio.

Section 4. The Board hereby approves the purchase and accompanying purchase order for the necessary graphics lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$3360.00, the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications not to exceed \$2725.00, and the purchase and accompanying purchase order for the installation of electronics and emergency safety warning equipment from State Wide Emergency Products at a cost not to exceed \$7,738.00.

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

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

14

RESOLUTION NO. 19-150

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR INVITATION TO BID #19-01-PROFESSIONAL SECURITY SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the Director of Facilities and Director of Safety and Security recommend approval of the Bid Specifications and Bid Opening Date and Time for Invitation To Bid #19-01 – Professional Security Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Bid Specifications and Bid Opening Date and Time for the Invitation to Bid #19-01 – Professional Security Services for Delaware County:

**Delaware County Board of Commissioners
PUBLIC NOTICE
INVITATION TO BID

PUBLIC NOTICE
INVITATION TO BID
ITB #19-01 – PROFESSIONAL SECURITY SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids”.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, March 20, 2019, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Professional Security Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$1,000.00 made payable to Delaware County, Ohio. Bid specifications may be obtained online or by contacting the Delaware County

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US Highway 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Professional Security Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Delaware County Commissioners
Jon Melvin, Director of Facilities
--- End of Advertisement ---

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

**15
RESOLUTION NO. 19-151**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE TELECOMMUNICATIONS OFFICERS AT THE DELAWARE COUNTY 911 CENTER, AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION FOR THE LEAD TELECOMMUNICATORS:

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

WHEREAS, the Director of Emergency Communications recommends a Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the Memorandum of Understanding:

Memorandum Of Understanding

This Memorandum of Understanding is entered into by and between the Ohio Patrolmen’s Benevolent Association and the Delaware County Commissioners (the "Commissioners"). This MOU shall be incorporated as part of the 2018-2020 collective bargaining agreement between the parties. The parties inadvertently deleted the reference to the pay supplement for those employees who are assigned to serve as lead telecommunicator. Such employees shall continue to receive a pay adjustment of .50/hour.

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

**16
RESOLUTION NO. 19-152**

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR 2019-2020 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #19-01:

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

WHEREAS, the Delaware County Regional Sewer District desires to purchase calcium nitrate to be used within the collection system of the Delaware County Regional Sewer District; and

WHEREAS, Sewer District staff has developed the contract documents and technical specifications for the needed calcium nitrate;

NOW, THEREFORE, BE IT RESOLVED that the specifications for the project known as 2019-2020 Calcium Nitrate Chemical Supply Contract DCRSD Contract 19-01 are hereby approved, and the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice
Invitation to Bid**

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00A.M. Friday, March 15, 2019, at which time they will be publicly opened and read aloud, for the project known as 2019-2020 Calcium Nitrate Chemical Supply Contract - DCRSD Contract #19-01.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR 2019-2020 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT – DCRSD CONTRACT #19-

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

01.”

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined during normal business hours at the Delaware County Sanitary Engineer’s Office.

This notice is posted on the Delaware County website at <https://co.delaware.oh.us/media-room/bids/>, on the Delaware County Regional Sewer District website at <https://regionalsewer.co.delaware.oh.us/bids/>, and the Dodge Data & Analytics website at <https://www.construction.com/>.

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

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 the County. The Board reserves the right waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Erik McPeek via email at emcpeek@co.delaware.oh.us.

A pre-bid meeting is scheduled for Thursday, February 28, 2019 at the Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, OH 43035 at 10:00A.M. Attendance at the pre-bid meeting is not required to bid.

Delaware Gazette Advertisement Date: Friday, February 22, 2019

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

17

RESOLUTION NO. 19-153

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR BROOKVIEW MANOR SECTION 3 AND VINMAR VILLAGE SECTION 4:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for Brookview Manor Section 3 and Vinmar Village Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for Brookview Manor Section 3 and Vinmar Village Section 4:

BROOKVIEW MANOR SECTION 3:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 21st day of February 2019, by and between **Pulte Homes Inc.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Brookview Manor Section 3** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Brookview Manor Section 3**, dated **April 6, 2017**, and approved by the County on **April 27, 2017**, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. Pursuant to Delaware County Board of Commissioners Resolutions 14-929 and 15-315, the County shall reimburse Pulte Homes (formerly known as Dominion Homes) a portion of the construction cost through tap credits under the following terms:

- Installing 945 feet of 18” sewer (\$53,865.00) + Installing 4 manholes (\$11,600) = \$65,465.00

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

The total reimbursement amount is **\$65,465.00**, which may only be used by the SUBDIVIDER within the Brookview Manor Section 3 development. The SUBDIVIDER may apply the reimbursement amount of \$65,465.00 towards capacity charges, the Cheshire Pump Station surcharge, or both.

SECTION II: CAPACITY

There are 26 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$211,754.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

For Off-Site Improvements, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$65,465.00) which is acceptable to the County Commissioners to insure faithful performance for said Off-Site Improvements

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

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

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of (\$14,672.00). The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for Brookview Manor Section 3** (\$33,536.00). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for Brookview Manor Section 3** as required by the County.

SECTION V: CONSTRUCTION

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

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

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

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

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

VINMAR VILLAGE SECTION 4:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 21st day of February 2019, by and between **Reserve at Vinmar LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Vinmar Village Section 4** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements for Vinmar Village Section 4**, dated **December 3, 2018**, and approved by the County on **December 27, 2018**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are 41 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

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

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$331,255.00) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____ Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements for Vinmar Village Section 4**.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Vinmar Village Section 4** (\$11,593.00). The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements for Vinmar Village Section 4** (\$28,156.00). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements for Vinmar Village Section 4** as required by the County.

SECTION V: CONSTRUCTION

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

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

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

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

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

18

RESOLUTION NO. 19-154

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2019:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated Fifteen Thousand Dollars and No Cents (\$15,000.00) for apiary inspections in 2019;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2019 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 21st day of February, 2019 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“Board”), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 (“Contractor”).

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2019 apiary season, which terminates on approximately October 31, 2019.

Section 5 – Insurance

- 5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 5.1.
- 5.3 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to termination of this Agreement.

Section 6 – Indemnification

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

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, 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.
- 8.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 8.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019**

This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

- 8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 8.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R1900050, in the amount of \$15,000.00

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

19

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-A quick update from the resolution passed on February 7, 2019. Assistant Prosecutor Hochstettler and I have been working on the pre-hospital care Board of Directors. Will keep everyone posted.

20

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attending the Regional Planning executive meeting yesterday morning.
- At the Rotary meeting on Monday, the speaker gave an update about a planned memorial to Rutherford B. Hayes to be put downtown.

Commissioner Benton

- Attended the TID meeting on February 13, 2019.
- Attended the Ohio Landbank meeting at the Orange Township Hall. Their administrator, Lee Bodnar, provided a list of 20-25 properties that the Delaware County Land Bank may have interest in.
- Leadership Delaware held their Government Day last week.
- Bishop Backers was held this past Saturday. Thank you to Ohio Wesleyan University for hosting that event.
- The COHatch ribbon cutting was held this past Saturday.
- Lt. Governor Jon Husted will hold regional office hours today at the Delaware County District Library’s Main Branch from 10:00 am- Noon.
- The Heisler dinner will be held at OWU this evening. The founder of Hot Chicken Takeover will be the speaker.
- We will be out for a ditch viewing this afternoon for the Tri-County Ditch Petition.
- The CCAO Regional Legislative Update will be tomorrow at Bun’s Restaurant.
- The regularly scheduled Legislative Update will be held at SourcePoint tomorrow afternoon.

Commissioner Lewis

-Will be attending a Justice and Public Safety committee meeting tomorrow at CCAO. One of the topics will be Indigent Defense.

21

RESOLUTION NO. 19-155

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2019

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

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

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

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

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

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

RESOLUTION NO. 19-156

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners