

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 2019

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 19-1071

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 28, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 28, 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 Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-1072

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1030 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1030:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1030, memo transfers in batch numbers MTAPR1030 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

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

4
RESOLUTION NO. 19-1073

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services department is requesting that Laurie Winbigler attend the 2019 Specialized Dockets Conference in Columbus, Ohio from November 21-22, 2019 at the cost of \$100.00 (fund number 25622303).

The Commissioners' Office is requesting that Aric Hochstettler attend the 2019 OPAA Annual Meeting in Columbus, Ohio on December 12, 2019 at the cost of \$400.00 (fund number 10011101).

The Code Compliance Department is requesting that Rhonda Penrod, Matt Davis, Joe Amato, Scot Heller, Duane Matlack and Greg Miller attend a Central Ohio Code Officials Association Ohio Building Code Seminar in Grove City, Ohio on November 6, 2019 at no cost.

The Code Compliance Department is requesting that Ed Spiers and Dan Goldsmith attend a Koorsen Fire and

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Security Authority Having Jurisdiction Seminar in Columbus, Ohio on November 4, 2019 at no cost.

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

**5
RESOLUTION NO. 19-1074**

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator amendments:

Appointing Authority:	Commissioners
Office/Department:	Emergency Medical Services
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	25
Name on Card:	Jeff Fishel
Department Coordinator:	Sarah Dinovo

Appointing Authority:	Commissioners
Office/Department:	Emergency Medical Services
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	25
Name on Card:	Jennifer Cochran
Department Coordinator:	Sarah Dinovo

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

**6
RESOLUTION NO. 19-1075**

IN THE MATTER OF APPROVING THE MEDICAL DIRECTOR AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND DELAWARE COUNTY EMERGENCY COMMUNICATIONS, AND THE OHIO STATE UNIVERSITY, ON BEHALF OF ITS DEPARTMENT OF EMERGENCY MEDICINE:

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

WHEREAS, the Delaware County Director of Emergency Medical Services recommends approval of the Medical Director Agreement by and between the Delaware County Board of Commissioners, on behalf of Delaware County Emergency Medical Services and Delaware County Emergency Communications, and The Ohio State University, on behalf of its Department of Emergency Medicine;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Medical Director Agreement by and between the Delaware County Board of Commissioners, on behalf of Delaware County Emergency Medical Services and Delaware County Emergency Communications, and The Ohio State University, on behalf of its Department of Emergency Medicine:

MEDICAL DIRECTOR AGREEMENT

Between

THE OHIO STATE UNIVERSITY

and the Delaware County Board of Commissioners

This MEDICAL DIRECTOR AGREEMENT ("Agreement") is entered into on this 31st day of October, 2019 ("Effective Date") by and between the Delaware County Board of Commissioners on behalf of Delaware County Emergency Medical Services and Delaware County Emergency Communications (the "County") and The Ohio State University on behalf of its Department of Emergency Medicine ("OSU").

RECITALS

WHEREAS, the County operates an Emergency Medical Services Agency, offering emergency medical services to its community; and

WHEREAS, the County operates a 9-1-1 emergency communications department, through which emergency medical services are coordinated for first responders; and

WHEREAS, the County desires to retain physicians with experience and expertise in managing Emergency Medical Services; and

WHEREAS, OSU is uniquely qualified to provide certain Medical Director Services (as defined in this Agreement and its Exhibits) through its physician employee who has also been appointed to the faculty of the College of Medicine; and

WHEREAS, the County desires to engage OSU to provide Medical Director Services to and on behalf of the County, and OSU desires to accept such engagement upon the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Services.

1.1 Medical Director Services. Subject to the County's approval, OSU shall designate one of its Physicians to act as the Medical Director of the County ("Medical Director"), including performing the duties set forth in Exhibit A, as may be amended by the County from time to time, (the "Medical Director Services") or as otherwise specified in this Agreement, and the County hereby accepts such engagement. OSU shall designate Ashish Panchal, MD, to act as Medical Director of the County in such a manner as to conform to all regulatory requirements. The Medical Director shall coordinate his activities under this Agreement with the County Chief of EMS and Director of Emergency Communications or their respective designees ("Management"). The Medical Director will meet with the Management on a regular basis which shall include an annual performance review. The Medical Director shall devote 13.5% of his effort to providing the Medical Director Services, not to exceed two- hundred twenty (220) hours on an annual basis.

1.2 Compliance with Laws and Standards. OSU shall cause its Physician to provide the Services in a competent and qualified manner in accordance with the applicable standard of care. Physician shall comply with: (i) all federal, state and local laws applicable to the Services; and (ii) the policies and procedures of the County. Medical Director's performance of the Services in accordance with this Agreement shall be evaluated on an ongoing basis by the County.

1.3 Administrative Decisions. OSU and Medical Director acknowledge that all final decisions as to funds, staffing, operations, budgets, and other administrative matters at the County shall be within the sole authority of the County.

1.4 Medical and Business Records. OSU shall cause its Physician to maintain full and complete documentation in the County's records in a manner consistent with the policies and procedures of the County and applicable state and federal laws.

1.5 Replacement of Physician. Physician supplied by OSU hereunder shall be satisfactory to the County, in their reasonable discretion. If, at the request of the County, or due to the death, permanent disability, resignation or loss of any professional license of a Physician, or if a Physician ceases to be an employee or independent contractor of OSU or has Medical Staff privileges terminated or suspended, OSU shall make all reasonable efforts to replace the Physician within a reasonable time, mutually agreed upon by the County and

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OSU, with another physician employed or contracted with OSU as long as the replacement Physician meets all the representations and warranties stated in §2 of this Agreement. Prior to such replacement, however, OSU shall seek approval from the County for the replacement physician who thereafter shall perform the Services noted in this Agreement and be referred to as the Physician hereunder.

2. Duties of OSU

During the term of this Agreement, OSU shall ensure that Physician providing Services under this Agreement continuously satisfies the following requirements:

- 2.1 Maintain a valid license to practice Medicine in the State of Ohio and registration with the Drug Enforcement Agency;
- 2.2 Be Board certified or Board eligible in Emergency Medicine; and

3. Duties of the County - Patient Records, Space, Equipment, Personnel.

3.1 Space, Equipment, Personnel. The County will make available for the use of Physician such space, equipment, utilities and personnel as are reasonably necessary to enable Physician to perform Physician's duties pursuant to this Agreement.

3.2 Patient and Financial Records. All medical, administrative and financial records pertaining to County business or patients treated within the scope of services provided hereunder, including but not limited to charts, x-rays, medical reports, fees, billings and payment of fees, shall at all times be the property of the County or its designee.

4. Compensation.

In consideration for providing the Services, the County shall compensate OSU as follows:

4.1 Medical Director Services. In consideration for performance of the Medical Director Services, the County shall pay OSU \$245.99 per hour with an annual rate not to exceed fifty-five thousand dollars (\$55,000) on an annual basis. All time must be documented with a description of the Medical Director Services provided in the form attached as Exhibit B, as may be amended from time to time ("Time Record"). No compensation shall be paid to OSU for Medical Director Services until the Medical Director completes and submits the Time Record. All amounts under this Agreement will be payable on a quarterly basis, within thirty (30) days of receipt of a completed Time Record from the Medical Director.

5. Professional Services.

OSU and its Medical Director understand and agree that this Agreement is intended to provide the services, which are administrative duties and responsibilities only. The County is not compensating OSU or its Medical Director to provide professional health care services on behalf of the County. If OSU's Medical Director does provide professional health care services to patients, separate and apart from his duties under this Agreement, the Physician shall separately bill the applicable patient's payors for such services, consistent with Payor and Federal health care program requirements.

6. Insurance and Acknowledgement of Own Acts.

6.1 Liability Insurance. During the term of this Agreement, OSU agrees maintain insurance or self-insurance for Professional Liability. The amount and terms of such coverage shall be determined by OSU in its sole discretion. Each party shall provide the other party with prompt written notice of any material events, patient or parent complaint that expressly names a Physician employed by OSU, and any threatened or actual notice of a legal action that arises out of or is related to the Medical Director Services and shall cooperate in the investigation and defense of same.

6.2 Party's Responsibility. Both OSU and the County are liable for their own acts and omissions, regardless of insurance coverage or lack of insurance coverage.

6.3 Acknowledgment of Own Acts. Each party shall be responsible for its own acts and omissions and for all liability, claims, losses, damages or expenses, caused, or alleged to have been caused, by that party or by its employees in the performance or omission of any act or responsibility of that party under, pursuant to or in connection with this Agreement. In the event that a claim is made against more than one party, it is the intent of the parties to cooperate in the defense of said claim and use best efforts to cause their insurers to do likewise. However, the parties shall have the right to take any and all actions they believe necessary to protect their respective interests. Neither party to the Agreement shall be liable for any negligent wrongful act, either of errors or omissions, chargeable to the other, unless law imposes such liability. Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from the performance of this Agreement.

7. Term and Termination.

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7.1 Term. This Agreement shall commence on the Effective Date or the date upon which both parties have executed this Agreement (the "Commencement Date"), unless earlier terminated pursuant to §7.2. The term of the Agreement shall be two (2) years (the "Term"). Thereafter, the Agreement will automatically renew for two (2) successive one (1) year periods (each a "Renewal Term" and together with the "Initial Term," the "Term") unless either party notifies the other of its intent not to renew at least 30 day (30) calendar days prior to the expiration of the then current term.

7.2 Termination of Agreement. This Agreement shall be terminated:

- (i) Immediately upon mutual agreement of the parties;
- (ii) Immediately upon the death or permanent disability of Physician, unless OSU replaces Physician with another physician who is employed by OSU and who is acceptable to the County. For the purposes of this Agreement, permanent disability will be deemed to be the inability to perform the Services hereunder for any period of ninety (90) days out of any one hundred twenty (120) day period;
- (iii) By either party upon written notice to the other upon any breach by the other party of any term or condition of this Agreement; provided, however, the other party shall have thirty (30) days to cure such breach; or
- (iv) Notwithstanding anything to the contrary in this Agreement, either party shall have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party.

The parties agree and acknowledge if this Agreement is terminated within the first year of the Commencement Date pursuant to this §7.2, the parties shall not enter into another agreement with each other for the Services prior to first anniversary of the Commencement Date of the Agreement.

Further, the parties agree and acknowledge compensation for the Services may not be increased prior to the first anniversary of the Commencement Date of this Agreement.

8. Access to Books, Documents and Records.

If applicable, the parties shall comply with the provisions of Section 1861(v)(1)(i) of the Social Security Act (as amended) and any regulations promulgated there under, and shall make available, upon written request of the Comptroller General of the United States or the Secretary of The Department of Health and Human Services or any of their duly authorized representatives, any books, documents, and records that are necessary to verify the nature and extent of costs incurred by either party under this Agreement.

9. Notices.

Notices or communications required or permitted to be given under this Agreement shall be given by, and be deemed given when, (i) delivered by personal delivery; (ii) deposited in U.S. first class mail, postage prepaid; or (iii) sent by telecopy or electronic mail with confirmation of receipt, addressed to the address set forth below or to such other address as either party may designate in writing to the other party from time to time:

To the County:

Delaware County EMS
Attn: Chief
10 Court Street
Delaware, Ohio 43015

Delaware County Emergency Communications
Attn: Director
10 Court Street
Delaware, Ohio 43015

To OSU:

OSU Wexner Medical Center
Department of Emergency Medicine
Greg Archual, MBA

Administrator - Department of Emergency Medicine
COO - OSU Emergency Medicine
795 Prior Hall
Columbus, Ohio 43210

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With a copy to:

Office of Legal Services
650 Ackerman Rd. Suite 200
Columbus, OH 43202
Attn: Associate General Counsel

Delaware County Board of Commissioners
Attn: Staff Attorney
101 North Sandusky Street
P.O. Box 8006
Delaware, Ohio 43015

10. Relationship of Parties.

OSU and Physician are retained only for the purposes and to the extent set forth in the Agreement and it is expressly understood and agreed by the parties hereto that OSU and Physician are engaged hereunder as independent contractors. As an independent contractor, neither the Physician, OSU, nor any physician with OSU shall be entitled to any pension, health or similar benefits that the County may make available to its employees from time to time. Nothing contained herein shall be construed as making Physician an employee of the County. OSU shall be responsible for the filing and payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

11. Entire Agreement and Amendments.

The parties agree that this Agreement constitutes the entire agreement among them with respect to the subject matter hereof, and that any and all prior discussions, negotiations, commitments, and understandings relating thereto are hereby superseded and merged herein. The terms and provisions of this Agreement shall not be changed, amended, waived, modified, or terminated in any respect whatsoever except by a written instrument executed by the parties hereto.

Either party may request a modification of this Agreement by written notice in the event of a change in or interpretation of a law, regulation or administrative policy by any governmental entity that materially affects the terms of this Agreement, or that may adversely affect the Medicare/Medicaid provider status of either party. Any requested modification shall be drafted to reasonably accommodate the change in law.

12. Miscellaneous.

This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. The failure of either party to exercise any right, or to insist upon strict compliance with the terms by the other party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all of the terms of this Agreement. Should any provision or portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions or portion of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. Confidentiality and Proprietary Information.

Documents made or compiled by the County or made available to the Medical Director during the term of this Agreement concerning the business of the County shall be the property of the County and such documents shall be delivered to the County on the termination of this Agreement or at any other time upon specific request by the County. The Physician shall not use for his own benefit or for the benefit of others, or divulge to others, any information, knowledge or data of a confidential or proprietary nature or otherwise not readily available to members of the general public including, without limitation, business practices, charge or fee schedules, budgets, expenses, purchasing agreements, third-party plans and payor agreements, except with the specific prior written consent of the County.

The parties hereto have executed this Agreement as of the Commencement Date, and by signing hereby agree to the terms and conditions as outlined above:

Delaware County Board of Commissioners

By: Barb Lewis
Its: President
Pursuant to Resolution No. 11-137
And Resolution No. 19-_____
Date:_____

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OSU Wexner Medical Center

By: David McQuaid
 Its: CEO, OSU Health System
 CFO, OSU Wexner Medical Center
 Date: _____

**EXHIBIT A
MEDICAL DIRECTOR DUTIES AND RESPONSIBILITIES**

DCEMS Physician Medical Director:

1. Physician shall be qualified to practice medicine in the State of Ohio. This Agreement is expressly subject to successful maintenance of licensure, and such membership and privileges, as may be applicable to Physician providing service hereunder.
2. Physician shall evaluate and see to improve the quality of prehospital care.
3. Physician shall review patient records and discuss with prehospital and hospital personnel as needed.
4. Physician shall assure that a mechanism exists to evaluate skills competency of prehospital personnel to Delaware County EMS.
5. Physician shall report deficiencies or opportunities to improve prehospital patient care to the Command Staff of DCEMS.
6. Physician shall assure that a mechanism exists for prompt medical director review of cases involving radio delay/failure or potential patient care deficiencies.
7. Physician shall assure that a mechanism exists to educate and remediate prehospital personnel who are found to need improvement in their patient care skills.
8. Physician shall review draft DCEMS standard operating guidelines and patient care guidelines, and provide feedback in a timely manner.
9. Physician shall participate in continuing education opportunities with the prehospital personnel.
10. Other medical duties as mutually agreed upon with the Director of EMS.

Delcomm Physician Medical Director:

1. Physician shall be qualified to practice medicine in the State of Ohio. This Agreement is expressly subject to successful maintenance of licensure, and such membership and privileges, as may be applicable to Physician providing service hereunder.
2. Physician shall evaluate and seek to improve the quality of telephone prehospital care.
3. Physician shall review call records and discuss with 911 personnel as needed.
4. Physician shall assure that a mechanism exists to evaluate skills competency of emergency medical dispatch personnel of Delaware County 911.
5. Physician shall report deficiencies or opportunities to improve dispatch life support care to the Director of Emergency Communications
6. Physician shall assure that a mechanism exists for prompt medical director review of cases involving radio delay/failure or potential patient care deficiencies.
7. Physician shall assure that a mechanism exists to educate and remediate dispatch life support personnel who are found to need improvement in their skills.
8. Physician shall review draft Delaware County Emergency Communications standard operating guidelines pertaining to pre-arrival instructions, and provide feedback in a timely manner.
9. Physician shall participate in continuing education opportunities with the dispatch life support personnel.
10. Other medical duties as mutually agreed upon with the Director of Emergency Communications.

**EXHIBIT B
Physician Activity Log**

Physician Name: _____

Date:	Activity Description:	Hours:

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

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RESOLUTION NO. 19-1076

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CHESHIRE PUMP STATION IMPROVEMENTS AND CHESHIRE FORCE MAIN IMPROVEMENTS:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 Cheshire Pump Station Improvements and Cheshire Force Main Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Cheshire Pump Station Improvements and Cheshire Force Main Improvements for submittal to the Ohio EPA for their approval.

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

8
RESOLUTION NO. 19-1077

IN THE MATTER OF APPROVING THE SANITARY SEWER DEVELOPER’S AGREEMENT FOR GENOA TOWNSHIP POLICE STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Developer’s Agreement for Genoa Township Police Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Developer’s Agreement for Genoa Township Police Station:

DEVELOPER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 31st day of October 2019, by and between the **Genoa Township Board of Trustees**, hereinafter called “Developer”, and the **Delaware County Board of Commissioners** (hereinafter called “County Commissioners” or “County”), Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Developer 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 Genoa Township Police Station**, dated **August 8, 2019**, and approved by the County on **August 18, 2019**, all of which are a part of this Agreement.

SECTION II: CAPACITY

Capacity reservation is considered non-applicable to this agreement as the work for this project involves only the extension of utilities. Future connections to the sanitary sewer shall be evaluated by the Sanitary Engineer’s Office upon such time that the Developer (or other future applicant) requests a specific use for the site and submits a Commercial Tap Fee Application.

SECTION III: FINANCIAL WARRANTY

The Developer shall within thirty (30) days following completion of construction, and prior to final acceptance of each Section/Phase/Part, furnish to the Delaware County Sanitary Engineer a one (1) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost for that Section/Phase/Part.

The Developer 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 take any necessary action to secure proper completion of the Improvements for **Sanitary Sewer Improvements for Genoa Township Police Station**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer shall pay the Delaware

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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 Genoa Township Police Station (\$405.00)**. 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 Genoa Township Police Station (\$983.00)**. 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 Developer shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements for Genoa Township Police Station** 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 Developer shall require its contractor for the Improvements to 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 Developer's contractor, and any of its 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 Developer's contractor, and any of its subcontractors, agents or employees in connection with the Work.

The Developer 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 Developer when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Developer 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 Developer 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 Developer 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 Developer shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Developer shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Developer 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 Developer. 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

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described herein and accept and assume operations and maintenance of the Improvements.

The Developer 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. 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 Developer 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 Developer become unable to carry out the provisions of this Agreement, the Developer'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 Developer, for a period of one (1) years after acceptance of each Section/Phase/Part 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.

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.

SECTION VIII: SIGNATURES

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

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

9

RESOLUTION NO. 19-1078

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2020 TAXES:

It was moved by Mr. Merrell, seconded by Mr. Benton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117; and

WHEREAS, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certify the delinquent accounts in the amount of \$169,395.85 to the County Auditor for the 2020 real property tax list and duplicate: (Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

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**2020 Sewer Tax Assessments
To be certified by the Board of Commissioners on 10/31/19**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$63,570.83
66211904 – Alum Creek	\$92,463.19
66211905 – Lower Scioto	\$2,506.27
66211912 - Package Plants	\$10,855.56
Total Assessments	\$169,395.85

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

10

RESOLUTION NO. 19-1079

IN THE MATTER OF APPROVING TRANSFERS OF FUNDS FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66211900-5801 SRF-Cash Transfers	66711900-4601 Capital/Interfund Revenues	\$7,027,400.00
66211900-5801 SRF-Cash Transfers	66711900-4601 Capital/Interfund Revenues	\$800,000.00
66211900-5801 SRF-Cash Transfers	66711900-4601 Capital/Interfund Revenues	\$472,600.00
66211900-5801 SRF-Cash Transfers	66311901-4601 Bond Service Fund/Interfund Revenues	\$3,609,912.50
66211900-5801 SRF-Cash Transfers	66611900-4601 URF O&M Fund/Interfund Revenues	\$1,500,000.00

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

11

RESOLUTION NO. 19-1080

IN THE MATTER OF APPROVING A RE-APPOINTMENT TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Revised Code; and

WHEREAS, the term for Board member Ray Blinn (BBA 4) will expire on December 31, 2019, and Mr. Blinn has applied for reappointment; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint a current member of the BBA;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the reappointment of the following member to the BBA for the term specified herein:

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Position	Appointee	Term Ends
BBA 4	Ray Blinn	December 31, 2024

Section 3. The reappointment of Mr. Blinn shall be effective January 1, 2020.

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

12

RESOLUTION NO. 19-1081

**IN THE MATTER OF APPOINTING MEMBERS TO THE MILLSTONE COMMUNITY
AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on December 8, 2005, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 05-1627, establishing the Millstone Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 05-1627 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire December 7, 2019, and the two members occupying those seats wish to be re-appointed; and

WHEREAS, one seat has been vacated by Jenna Goehring, a citizen member; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to make the necessary appointment and reappointments of members of the board of trustees of the Millstone Community Authority;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of the following members to the Millstone Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Seiji Kille	December 7, 2021
Citizen Member	Jane Hawes	December 7, 2021
Citizen Member	Marisa Stith	December 7, 2020

Section 3. The appointment of Ms. Stith shall take effect immediately upon adoption of this Resolution, and the re-appointments of Ms. Hawes and Mr. Kille shall take effect on December 8, 2019.

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

13

RESOLUTION NO. 19-1082

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY LAW
LIBRARY RESOURCES BOARD:**

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

WHEREAS, the Delaware County Law Library Resources Board was established on July 1, 2009, pursuant to section 307.51, *et seq.*, of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for the appointment of two members of the Delaware County Law Library Resources Board, pursuant to section 307.511 of the Revised Code; and

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WHEREAS, Dorothy Gass-Lower’s term as a member of the Delaware County Law Library Resources Board expires on December 31, 2019, and Ms. Gass-Lower has communicated a request to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the Law Library Resources Board;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of Dorothy Gass-Lower as a member to the Delaware County Law Library Resources Board for a term commencing on January 1, 2020, and ending on December 31, 2024.

Section 3. The appointment approved herein shall take effect on January 1, 2020.

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

FOR CONSIDERATION FOR OTHER BUSINESS
October 31, 2019

RESOLUTION NO. 19-1083

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR THE DRAINAGE IMPROVEMENT FUND:

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

Advance of Funds

Table with 2 columns: From, To. Row 1: 10011102-8500, 40311466-8400, 179,521.00. Row 2: Commissioners General/Advance Out, Ruder West Steen App/Advance In

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

14 ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Introduced Kelsey Scott, Economic Development Coordinator.

15 COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Merrell
-Attended the Orange Township Business Appreciation meeting yesterday.
-Attended the MORPC Regional Policy meeting yesterday.
-Gave his thoughts on the work session from Monday from the Delaware Transit Board.
-Will be participating on a conference call for the Immigration Committee (NACo) this afternoon.
-Will be attending the 9-1-1 Board meeting this afternoon.

- Commissioner Benton
-Attended the 5th Annual Orange Township Business Appreciation breakfast yesterday.
-Attended SourcePoint’s Age-Friendly presentation.
-Budget hearings begin tomorrow.
-Thank you to Jane Hawes and team for coordinating the video shoots for the State of the County presentation.
-Wishes everyone a safe Halloween this evening.
-Hopes that Oklahoma will end their losing streak this weekend.

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners