

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2020

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

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

1
RESOLUTION NO. 20-392

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 30, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 30, 2020; 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
RESOLUTION NO. 20-393

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0506 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0506:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0506, memo transfers in batch numbers MTAPR0506 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2002414 /DLZ OHIO	On Call Inspection RDS	66211900-5301	\$25,000.00
P2001289 OH ODJFS	HR Services	10011108-5370	\$15,000.00
McNaughton McKay Line 1	VFD'S For Centrifuge	66211900-5228	\$ 4,020.22
McNaughton McKay Line 2	VFD'S For Centrifuge	66211900-5450	\$11,606.87
Honeywell (P2002479)	Parts Facilities	10011105-5328	\$ 5,100.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2003123	JP MORGAN CHASE	BOND INTEREST PAYMENTS	50111117 - 5720	\$ 164,055.99
R2003123	JP MORGAN CHASE	BOND PRINCIPAL PAYMENT	50111117 - 5720	\$1,530,000.00
R2003124	US BANK	BOND INTEREST PAYMENTS	50111117 - 5720	\$1,086,450.00
R2003124	US BANK	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$ 100,000.00
R2003125	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS	50211119 - 5720	\$ 135,500.00
R2003125	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENTS	50211119 - 5725	\$ 750,000.00
R2003126	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 1,250.40
R2003126	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT	50411121 - 5720	\$ 2,803.73
R2003126	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS	50811125 - 5720	\$ 1,157.86
R2003126	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 2,596.27
R2003127	US BANK	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 28,800.00
R2003127	US BANK	BOND PRINCIPAL PAYMENT	50411121 - 5725	\$ 140,000.00

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R2003127	US BANK	BOND INTEREST PAYMENTS	50811125 - 5720	\$ 26,600.00
R2003127	US BANK	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 125,000.00
R2003128	US BANK	BOND INTEREST PAYMENTS	44411439 - 5720	\$ 17,450.00
R2003128	US BANK	BOND PRINCIPAL PAYMENT	44411439 - 5725	\$ 85,000.00
R2003129	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - DUTCHER	52011138 - 5720	\$ 204.52
R2003129	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - DUTCHER	52011138 - 5725	\$ 8,181.00
R2003129	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - MIDWAY GARDENS	52111140 - 5720	\$ 580.00
R2003129	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - MIDWAY GARDENS	52111140 - 5725	\$ 11,500.00
R2003129	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - CHADWICK	52211141 - 5720	\$ 1,609.65
R2003129	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - CHADWICK	52211141 - 5720	\$ 24,000.00
R2003129	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HARDIN	52311142 - 5720	\$ 532.17
R2003129	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HARDIN	52311142 - 5725	\$ 7,900.00
R2003130	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF A	52411143 - 5720	\$ 746.79
R2003130	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF A	52411143 - 5725	\$ 11,100.00
R2003130	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - ROOF B	52411143 - 5720	\$ 107.31
R2003130	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - ROOF B	52411143 - 5725	\$ 1,600.00
R2003130	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - WINDING CREEK	52511144 - 5720	\$ 2,238.10
R2003130	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - WINDING CREEK	52511144 - 5725	\$ 8,834.00
R2003130	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - SCOTT LATERAL	52611145 - 5720	\$ 2,310.68
R2003130	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - SCOTT LATERAL	52611145 - 5725	\$ 9,121.00
R2003130	FIRST COMMONWEALTH BANK	BOND INTEREST PAYMENTS - HAVENS	52711146 - 5720	\$ 2,254.72
R2003130	FIRST COMMONWEALTH BANK	BOND PRINCIPAL PAYMENT - HAVENS	52711146 - 5725	\$ 8,900.00
R2003131	US BANK	BOND INTEREST PAYMENTS	48040480 - 5720	\$1,159,961.25
R2003131	US BANK	BOND INTEREST PAYMENTS	58011181 - 5720	\$ 208,851.25
R2003131	US BANK	BOND PRINCIPAL PAYMENT	58011181 - 5725	\$ 820,000.00
R2003132	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 397,962.50
R2003132	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$ 405,000.00
R2003132	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 277,950.00
R2003132	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$2,530,000.00

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

3
RESOLUTION NO. 20-394

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 2.385 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on April 27, 2020, the Clerk to the Board of Commissioners received a petition requesting annexation of 2.385 acres from Liberty Township to

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the City of Delaware.

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

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RESOLUTION NO. 20-395

IN THE MATTER OF PROCLAIMING MAY 2020 AS MENTAL HEALTH MONTH:

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

**Delaware County Board of Commissioners Resolution
Mental Health Month 2020**

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all people face challenges in life that can impact their mental health; and

WHEREAS, education, support and prevention are effective ways to reduce the impact of mental health issues; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health issues are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health needs can and do recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and resident experiences the impact of mental health problems and has a responsibility to promote mental wellness, support prevention efforts, and join efforts to decrease stigma related to mental health;

THEREFORE, We the Board of Commissioners of Delaware County, do hereby proclaim May 2020 as Mental Health Month in Delaware County. As the Board of Commissioners of Delaware County, we also call upon the residents, government agencies, public and private institutions, businesses and schools in Delaware County to strengthen our community partnerships, to invest in increasing awareness and understanding of mental health and the steps our community can take to model wellness and overall health, and the need for appropriate and accessible services and supports for all people with mental health needs.

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

5

RESOLUTION NO. 20-396

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND FUND TRANSFERS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriations

22311611-5201	Workforce Investment Act/General Supplies	\$20,674.77
22311611-5260	Workforce Investment Act /Inv Tool, Equip, Furniture	\$4,000.00
22311611-5320	Workforce Investment Act /Software & Comp Services	\$3,000.00

Fund Transfers

From	To	
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$12,712.63
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$243,333.02
22411601-5801 JFS Income Maintenance/Transfers	22511607-4601 Children Services Fund/Interfund Revenues	\$5,634.46

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

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RESOLUTION NO. 20-397

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NORTH FARMS SECTION 9:

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

WHEREAS, the construction of new sanitary sewers at North Farms Section 9 have been completed to meet Delaware County Sewer District requirements; and

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

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

North Farms Section 9

717 linear feet of 8-inch dia. PVC sanitary sewer	\$105,399.00
10 ea. 8x6 PVC wye fittings	\$1,800.00
1,002 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$71,834.00
4 sanitary manholes	\$14,900.00
Miscellaneous tools and spare parts	<u>\$2,665.00</u>
Total	\$196,598.00

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

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

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

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

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

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RESOLUTION NO. 20-398

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NORTHLAKE PRESERVE SECTION 3:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Northlake Preserve Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Northlake Preserve Section 3:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 7th day of May 2020, by and between **MI Homes of Central Ohio, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Northlake Preserve Section 3** 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 section 3 of **Sanitary Sewer Improvement Plan for Northlake Preserve**

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Sections 3 & 4, dated March 2, 2020, and approved by the County on April 30, 2020, 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 31 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. Capacity is not guaranteed until the final Subdivision Plat is recorded. 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 (\$88,305.00) 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 _____

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 section 3 of **Sanitary Sewer Improvement Plan for Northlake Preserve Section 3 & 4**.

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 section 3 of **Sanitary Sewer Improvement Plan for Northlake Preserve Section 3 & 4 (\$3,090.00)**. 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 **Northlake Preserve Section 3 (\$7,506.00)**. 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 section 3 of **Sanitary Sewer Improvement Plan for Northlake Preserve Sections 3 & 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.

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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.

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

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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 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. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 20-399

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR HORSEPOWER FARMS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 Horsepower Farms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Horsepower Farms for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 20-400

IN THE MATTER OF APPROVING A CONTRACT WITH RUMPKE WASTE, INC. FOR DELAWARE COUNTY SOLID WASTE TRANSFER STATION OPERATION, HAULING AND DISPOSAL SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Rumpke Waste, Inc., to perform the Delaware County Solid Waste Transfer Station Operation, Hauling and Disposal Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Rumpke Waste, Inc.:

**DELAWARE COUNTY SOLID WASTE TRANSFER STATION
OPERATION, HAULING AND DISPOSAL SERVICES CONTRACT**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 7th day of May, 2020 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Rumpke Waste, Inc., 3990 Generation Drive, Cincinnati, Ohio, 45251 ("Contractor") (hereinafter collectively referred to as the "Parties").

Section 2 - Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 - Scope of Services (Work)

Contractor agrees to furnish, unto the County, operation, hauling and disposal services for the Delaware County Solid Waste Transfer Station in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement ("Work"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 - Term

This Agreement shall be in effect from 6/1/2020 to 5/31/2023, subject to extension, termination or suspension as provided in Section 9 hereof.

Section 5 - Tipping Fees

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Unless otherwise agreed in writing between the parties, the tipping fees for Municipal Waste and Construction & Demolition Debris shall be as follows during the term of this Agreement) :

Commercial and Non-Commercial Users:

Municipal Waste = \$ 59.35 per ton

Construction Debris = \$ 47.31 per ton

Minimum Charge - Non-Commercial:

Loads under 200 lbs will be assessed a flat fee of \$10

Municipal Waste greater than 200 lbs = \$19.78 per CY or \$59.35 per ton

Construction and Demolition Debris greater than 200 lbs = \$15.77 per CY or \$47.31 per ton

Miscellaneous Charges:

Car & Pick-up Tires = \$8.00 each or \$12.00 on rim

Semi-Truck Tires = \$13.50 each or \$23.00 on rim

Tractor Tires = \$30.00 each or \$56.00 on rim

Large Appliances = \$0.00 each

Hot Water Heaters = \$0.00 each

Refrigerators = \$45.32 each

Air Conditioners = \$45.32 each

Note – All appliances with Freon will be charged \$45.32 each

Section 6 - Payment of County Surcharge

A \$3.50/per ton surcharge (County Surcharge) will be placed on the aggregate of all tons delivered to the transfer station. The Operator will pay the County Surcharge for all MSW tonnage received each month to the County by the last day of the following month. A late fee of 10% will be assessed if not paid by the deadline.

Section 7 - Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Umbrella Liability Coverage: Contractor shall maintain an umbrella liability insurance of \$10,000,000.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be covered as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2, through a blanket additional insured endorsement and contractual liability coverage. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements evidencing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 - Liability and Warranties

Except as set forth herein, and to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities caused by the negligence of the Contractor's employees 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, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable, except for conditions existing on the property at the time of the signing of this contract.

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Section 9 – Extension Suspension or Termination of Agreement

The County may suspend or terminate this Agreement for cause with 30 days written notice to Contractor setting out the reason for the termination or suspension. Contractor will have 60 days to cure any claimed default set out in the notice or, if such default cannot be cured within the 60 day time period, such reasonable time period as is necessary. This Agreement is entered into with understanding that the Parties are negotiating one or more additional agreements regarding the design, construction and long term operation of a new Solid Waste Transfer Station within the County and the expectation that such agreement(s) will be entered into, and such new Transfer Station be constructed and operational within the Term of this Agreement. In the event that for any reason the Parties terminate such negotiations during the Term without reaching such agreement(s), the County may terminate this Agreement upon 120 days written notice to Contractor. In the event that the Parties have executed such additional agreement(s) but the new Transfer Station is not operational within the Term hereof, the Term of this Agreement shall be extended until the new Transfer Station becomes operational of this Agreement is otherwise terminated in accordance with its terms. Further, in the event that such extension is due to the new Transfer Station not being completed within the timeframe provided in the agreement for its design and construction, then Contractor shall be responsible for the repair and maintenance of the existing facility during the term of such extension.

Section 10 - Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 - Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

11.8 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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

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DIRECTOR BOB LAMB
ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE UPDATE

11
SEAN MILLER, DIRECTOR DELAWARE COUNTY
OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
UPDATE/REPORT COVID-19

12
RESOLUTION NO. 20-401

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds

From	To	
10011102-5801	42011438-4601	607,256.35
Commissioners General/Misc. Cash Transfers	Capital Improvements Reserve/Interfund Revenues	

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

13
ADMINISTRATOR REPORTS

- Mike Frommer, County Administrator
- Following up on Deanna Brandt’s mental health month resolution; the new telemedicine advances are helpful to those who need it and to the safety services departments who respond to mental health crisis.
- Thank you to Director Lamb and Don Rankey for their work on the Revolving Loan Fund request to the State.
- County employees are coming back to work as needed.

14
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-Working on EMA issues as they arise.

Commissioner Merrell
-Read a personal statement

Commissioner Benton
-The economy needs to get moving again.
-Participated in the Health District call.
-The Treasurer of State is working to make funds available to local counties and businesses.
-Attended the Regional Planning meeting via Zoom last week.
-Participated in the CEBCO call last Friday.
-The State announce tax numbers: sales tax is down 24% and income tax is down 50% for April.

15
RESOLUTION NO. 20-402

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 for security arrangements and emergency response protocols.

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

RESOLUTION NO. 20-403

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Other Business

RESOLUTION NO. 20-404

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR MONDAY MAY 11, 2020:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Commissioners’ sessions scheduled for Monday May 11, 2020.

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