

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 20, 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**

**10:00 A.M. Public Hearing For Consideration Of A Petition From The Lake-Of-The-Woods Water Company Requesting Dedication Of A 3.136-Acre Segment Of Duncan’s Glen Drive As A Public Right-Of-Way**

**1:00 P.M. Viewing for Consideration of the Zerbe-O’Keefe #265 Drainage Improvement Petition**

**1**  
**RESOLUTION NO. 20-164**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 13, 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 February 13, 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**  
**PUBLIC COMMENT**

**3**  
**RESOLUTION NO. 20-165**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0219, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0219 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0219:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0219, memo transfers in batch numbers MTAPR0219, Procurement Card Payments in batch number PCAPR0219 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
Altman CO. (P2000872)	Historic Court House	42011438-5410	\$ 14,353.65
Change Health Care(P2000822)	EMS Billing Refunds	10011303-5319	\$ 21,700.00
Peterson Construction	Change Order #2 Res 20-152	66611900-5410	\$ 79,550.00

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

**4**  
**RESOLUTION NO. 20-166**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTHS OF DECEMBER 2019 AND JANUARY 2020:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly reports for December 2019 and January 2020;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Reports for December 2019 and January 2020.

Section 2. The Board hereby allows the expenses contained in the monthly reports.

(Copies available for review at the Commissioners’ Office until no longer of administrative value.)

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

**5**  
**RESOLUTION NO. 20-167**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Coroner’s office is requesting that Charles Carlson attend the 2020 Medicolegal Investigation of Death Conference in Detroit, Michigan from May 19-22, 2020 at the cost of \$1404.00.

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

**6**  
**RESOLUTION NO. 20-168**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DCOHSEM):**

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

WHEREAS, the Director of DCOHSEM recommends approval of Supplemental Appropriations; and

WHEREAS, DCOHSEM has received approval from the DCOHSEM Executive Committee to implement an Emergency Operations Center (EOC) upgrade not to exceed \$20,385.00; and

WHEREAS, the aforementioned project will entail funds from both the existing approved budget and the recommended supplemental appropriations; and

WHEREAS, this project will better equip the Delaware County EOC for disaster response and coordination, preparedness trainings and planning meetings;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve Supplemental Appropriations for DCOHSEM:

<b>Supplemental Appropriations</b>	<b>Amount</b>
21581301-5201                                      Emergency Management Agency/General Supplies	\$15,635.00

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

**7**  
**RESOLUTION NO. 20-169**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE EMERGENCY MANAGEMENT OFFICE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 procurement card policy authorizes the use of the cards 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, authorizes the use of the following procurement card 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:

<b>Appointing Authority:</b>	<b>EMA</b>	<b>Emergency Management Agency</b>
Office/Department:	EMA	
Daily spending per card:		\$1,000
Monthly spending per card:	\$4,000	
Single transaction limit:		\$1,000
Daily number of transactions per card: 5		
Monthly number of transactions per card:		50
Name on Card:		Scott Stewart
Department Coordinator:		Sean Miller

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

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**SEAN MILLER, EMERGENCY MANAGEMENT AGENCY DIRECTOR  
PRESENTATION/REVIEW Authorities For Ohio Board Of County Commissioners In Disasters**

**9**

**RESOLUTION NO. 20-170**

**IN THE MATTER OF APPROVING AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH M+A ARCHITECTS FOR THE RENOVATION OF THE BYXBE CAMPUS FOR COUNTY FACILITIES:**

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

WHEREAS, the Director of Facilities recommends approval of Amendment #2 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment #2 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities:

**Additional Services – Amendment No. 2 to Contract – January 29, 2020**

*Amendment to Contract between M+A Architects and Delaware County Board of Commissioners, Delaware County, Ohio, dated June 27, 2019, with Exhibit “A” to Contract Agreement – May 20, 2019 (Revision #1). (Delaware County Contract #2019-0310)*

**Reference:** Additional Services as Described Below  
Delaware County Byxbe Campus Phase II with Options IB and ID and Phase III Services with Parts 2.1 and 2.2.

**To:** John Melvin, Director of Facilities 1405  
US Highway 23 North  
Delaware, Ohio 43015

**Description of Additional Services under this Amendment No. 2 to Contract:**

M+A Architects is pleased to submit for your consideration our proposal to provide Additional Design services for the above referenced project.

Location: Byxbe Campus, Delaware, OH  
Estimated Duration of Design Services: 3 Months

Our scope of Additional Services for this project includes the following:

**PART 1: SOCIAL SERVICES CAMPUS – PROGRAMMING AND CONCEPTUAL PLANNING**

Provide preliminary design programming services and conceptual planning for a new County Social Services Campus that will encourage cross department synergies and allow for the majority of County Services to be co-located in a centralized location. The goals of this project include the following:

1. Build upon initial program through additional engagement with departments
2. Analyze options for building massing, site access and associated costs.
3. Development of conceptual site plans and building plans
4. Conceptualization of building envelopes and campus look and feel.

The intent of this project is to provide new offices and/ or space for the following County departments

- Delaware County Job and Family Services
- Delaware County Board of Developmental Disabilities
- Delaware- Morrow Mental Health & Recovery Services Board
- Delaware County Veterans Services
- Delaware General Health District

**SCOPE OF SERVICES**

**PROGRAMMING ANALYSIS AND NEEDS ASSESSMENT**

- Facilitate a programming analysis with the General Health District through email and phone correspondence to collect information and data for the type and sizes of spaces required in their office. Information collected will seek to understand their future use as well.
- Conduct a collaborative session with all departments identified above to identify opportunities for synergy, understand how common or shared spaces could be designed, and understand relationships of each department with each other and how site access impacts both regular occupants and part time users of the individual departments.
- Conduct a visioning session with departments and County to facilitate programmatic and spatial needs for each department
- Prepare a digital survey to be distributed to all department employees that seeks to understand department culture and goals for a new facility.
- From this information gathering and data, provide a base level programming analysis and needs assessment report, indicating the physical areas required for each space, area associated with those spaces as well as a design brief to guide Conceptual Design.
- Preliminary Budgeting – Create a preliminary project budget based upon proposed building and site areas utilizing unit costs from historical projects or R.S. Means.
- Planning and Zoning Analysis - Identify and research applicable planning and zoning ordinances. Develop and present options to the Client.
- Meetings and Presentations – Attend a total of 2 meetings, public hearings, and citizen information

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meetings as directed by the Client. Represent the Client in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

**SITE DEVELOPMENT**

- **Site Development & Planning** - Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze available site related information such as surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

**CONCEPTUAL DESIGN**

- Interior conceptual design
  - From the data gathered in the programming/ needs assessment phase, begin exploration of how the programmed spaces may fit into the proposed structures.
  - Team will explore various options and schemes for space utilization of how the new building may accommodate the programmed area.
  - Analyze building, systems, materials. Study circulation and flow within the building(s) entrances and exits, fire walls, etc.
- Envelope / Exterior conceptual design
  - Conceptualize look of buildings to provide a cohesive campus aesthetic
  - Provide images and mass studies of how the proposed buildings may interrelate as well as complement and further the design of the new county facilities that are currently being designed for the Byxbe Campus
- Prepare conceptual opinion of Probable Cost for the new facilities

**FEES: For the Above Additional Programming and Conceptual Design Services as Indicated:**

We propose to furnish the above Additional Design Services for the following fee:

**M+A Architects Fee: \$64,720.00**

**PART 2: ADDITIONAL LANDSCAPE / SITE DESIGN FEES – POD DESIGN**

Based on the further developed site design of the new Sheriff’s Office, particularly the surrounding area of the entry with bollard protective design, and refinement of the courtyard area design which has evolved since the preliminary/schematic design phase, POD Design has requested the following additional fees:

**POD Design Fee: \$ 7,500.00**

**PART 3: ADDITIONAL DATA/CABLING DESIGN FEES – PRATER ENGINEERING**

Based on the communication with Delaware County relative to data and cabling needs, Prater Engineering has provided a fee to provide cabling design services such that their documents are to specify cabling type and location and identify each data outlet to be labeled with the cable termination location (room and patch panel). This scope of work does not include rack design and room layouts for such.

**Prater Engineering Fee: \$10,000.00**

**SUMMARY OF ADDITIONAL SERVICES AMENDMENT NO. 2 FEE:**

<b>Part 1:</b>	<b>M+A Architects Fee:</b>	<b>\$64,720.00</b>
<b>Part 2:</b>	<b>POD Design Fee:</b>	<b>\$ 7,500.00</b>
<b>Part 3:</b>	<b>Prater Engineering Fee:</b>	<b>\$10,000.00</b>
<b>TOTAL</b>	<b>FEE AMENDMENT NO. 2</b>	<b>\$82,220.00</b>

**Contract Fee Summary:**

<b>Original Contract Fee as Accepted (6/27/19):</b>	<b>\$ 1,683,030.00</b>
<b>Amendment No. 1 to Contract - XD Design (12/9/19)</b>	<b>\$ 39,450.00</b>
<b>This Amendment No. 2 to Contract</b>	<b>\$ 82,220.00</b>
<b>New Contract Total with Amendments:</b>	<b>\$ 1,804,700.00</b>

**Amendment No. 2 to Contract Accepted (\$82,220.00):**

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

**10**

**RESOLUTION NO. 20-171**

**IN THE MATTER OF AUTHORIZING THE USE OF COUNTY CREDIT CARDS FOR MOTOR VEHICLE EXPENSES:**

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

WHEREAS, pursuant to section 301.27 of the Revised Code, a board of county commissioners may authorize an officer or employee of an appointing authority to use a county credit card, including a gasoline card, to pay for specific classes of work related expenses in lieu of submitting a monthly estimate of work related expenses; and  
 WHEREAS, on January 26, 2004, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No.

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04-133, authorizing the use of a county credit card for motor vehicle expenses, and Resolution No. 04-0134, authorizing the use of a county credit card for telephone expenses; and

WHEREAS, from time to time various county employees have need to charge gasoline and oil expenses, minor motor vehicle maintenance, and emergency motor vehicle repair expenses for motor vehicles owned or leased by the Board;

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

Section 1. The Board hereby authorizes the use of county credit cards, without submitting an estimate, for the work-related expenses of gasoline and oil expenses, minor motor vehicle maintenance, and emergency motor vehicle repair expenses, not to exceed the amount appropriated and encumbered for such uses for each county credit card, by the following designated appointing authorities' officers and employees:

**Delaware County Sheriff's Office**  
Sheriff and all Sheriff's Office Employees

**Delaware County Board of Commissioners, Department of Emergency Medical Services**  
Director, EMS Administration, Officers, and Paramedics

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor.

Section 3. The Board hereby repeals Resolution No. 04-133 and Resolution No. 04-134.

Section 4. This Resolution shall be effective immediately upon adoption.

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

**11**

**RESOLUTION NO. 20-172**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR RIVER BLUFF PHASE 1, SCIOTO MEADOWS NORTH AND SCIOTO MEADOWS SOUTH:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for River Bluff Phase 1, Scioto Meadows North and Scioto Meadows South;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for River Bluff Phase 1, Scioto Meadows North and Scioto Meadows South:

**River Bluff Phase 1:**

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 20<sup>th</sup> day of February 2020, by and between **Epcon Communities**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **River Bluff Phase 1** Subdivision Plat or condominium amendments on said development parcel 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 River Bluff Phase 1**, dated **June 24, 2019**, and approved by the County on **July 18, 2019**, 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 **34** 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.

The development includes one connection for a clubhouse. This connection will require a Commercial Tap Fee Form be submitted to the County. The number of residential equivalent connections will be determined following submittal of this form

**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 (**\$173,900.00**) 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.

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- (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 River Bluff Phase 1**.

**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 River Bluff Phase 1 (\$6,087.00)**. 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 River Bluff Phase 1 (\$14,780.00)**. 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 Improvements for River Bluff Phase 1** 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.



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**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.

**Scioto Meadows North**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 20<sup>th</sup> day of February 2020, by and between **Homeroad North, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Scioto Meadows North** Subdivision Plat or condominium amendments on said development parcel 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 Plans for Scioto Meadows North**, dated **March 3, 2019**, and approved by the County on **June 3, 2019**, 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 **20** 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 (**\$150,272.00**) 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.

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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 Improvement Plans for Scioto Meadows North**.

**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 Improvement Plans for Scioto Meadows North (\$5,260.00)**. 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 Improvement Plans for Scioto Meadows North (\$12,773.00)**. 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 Plans for Scioto Meadows North** 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.

**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



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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.

**Scioto Meadows South**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 20<sup>th</sup> day of February 2020, by and between **Homeroad North, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Scioto Meadows South** Subdivision Plat or condominium amendments on said development parcel 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 Plans for Scioto Meadows South**, dated **October 29, 2019**, and approved by the County on **November 14, 2019**, 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 **24** 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 (**\$188,854.00**) 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.

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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 Plans for Scioto Meadows South**.

**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 Improvement Plans for Scioto Meadows South (\$6,610.00)**. 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 Improvement Plans for Scioto Meadows South (\$16,053.00)**. 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 Plans for Scioto Meadows South** 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.

**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.

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- (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. Benton            Aye    Mr. Merrell            Aye

**12  
RESOLUTION NO. 20-173**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LIBERTY GRAND COMMUNITIES SECTION 1 PHASES A, B, & C:**

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Liberty Grand Communities Section 1 Phases A, B, & C;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Liberty Grand Communities Section 1 Phases A, B, & C for submittal to the Ohio EPA for their approval.

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

**13  
RESOLUTION NO. 20-174**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NORTHLAKE PRESERVE SECTION 1:**

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

WHEREAS, the construction of new sanitary sewers at the Northlake Preserve Section 1 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:

**Northlake Preserve Section 1**

368 linear feet of 10-inch dia. PVC sanitary sewer	\$ 55,936.00
2,879 linear feet of 8-inch dia. PVC sanitary sewer	\$170,924.60
2 ea. 10x6 PVC wye fittings	\$ 512.00
60 ea. 8x6 PVC wye fittings	\$ 10,200.00
2,096 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$107,625.10
17 sanitary manholes	<u>\$ 71,466.00</u>
	\$416,663.70

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.

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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                      Mrs. Lewis                      Aye                      Mr. Benton                      Aye

**14**

**RESOLUTION NO. 20-175**

**IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2020 LITTER CONTROL CAMPAIGNS:**

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

WHEREAS, the Board of County Commissioners of Delaware County owns the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy Watershed Clean Up, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby waive the Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs, effective April 1, 2020 to June 30, 2020, for the Great American Clean Up, the Olentangy Watershed Clean Up in August 2020, and the Scioto River Sweep in September 2020.

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

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**15**

**RESOLUTION NO. 20-176**

**IN THE MATTER OF APPROVING A CONGESTED AREA FLIGHT PLAN LETTER IN SUPPORT OF PROPOSED OHIO DEPARTMENT OF AGRICULTURE AIRCRAFT OPERATIONS:**

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

WHEREAS, on or about January 13, 2020, the Delaware County Board of Commissioners (the "Board") received notice from the Ohio Department of Agriculture ("ODA") that it is planning a gypsy moth suppression treatment project in portions of Delaware County in May or June 2020; and

WHEREAS, on or about January 31, 2020, ODA notified the Board that the proposed project is being conducted in a congested flight area as designated by the Federal Aviation Administration, requiring the filing of a congested area flight plan, including approval from the Board, pursuant to 14 CFR 137.51;

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

Section 1. The Board hereby authorizes the County Administrator to execute the following congested flight plan letter in support of proposed ODA aircraft operations:

Federal Aviation Administration  
Flight Standards District Office

To Whom It May Concern:

The Delaware County Board of Commissioners (the "Board"), for and on behalf of Delaware County, Ohio, hereby acknowledges that it has been informed of the Ohio Department of Agriculture's ("ODA") proposed aerial application of insect control materials, related to the Gypsy Moth (*Lymantria dispar*) in portions of Delaware County, during the month of June. The Board has further been informed that ODA, in cooperation with various federal agencies, has contracted with AI's Aerial Spraying of Ovid, Michigan to perform the proposed aircraft operation and that ODA must file a congested area flight plan.

To the extent that ODA's proposed aircraft operation over a congested area requires this Board's approval, as contemplated in 14 CFR 137.51(b)(1), this Board hereby approves the aircraft operation.

Sincerely,

Michael A. Frommer, P.E.  
County Administrator  
Delaware County, Ohio

Block Reference:

- Delaware MD
- Delaware Btk2
- Sunbury A MD
- Sunbury A Btk/MD
- Sunbury B MD

Section 2. The Clerk of the Board is hereby directed to cause delivery of this Resolution and the letter approved herein to the Ohio Department of Agriculture, Attention: David Adkins, 8995 East Main Street, Reynoldsburg, OH 43068.

Section 3. This Resolution shall take effect immediately upon adoption.

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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**17**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports.

**18**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended the CORSA meeting last week.  
-Attended the Hayes birthplace memorial on Monday afternoon.

Commissioner Lewis  
-Clipped a photo of Commissioner Benton from the Gazette from the Hayes birthplace memorial ceremony for his scrapbook.

Commissioner Benton  
-Attended the Hayes birthplace memorial on Monday afternoon. Thank you to Bill Reitz for all of his work on getting this finished.  
-The State of the County will be presented on Tuesday at the Columbus Zoo.  
-The Delaware County Chamber will be having a State of Economics presentation today by Bill Lafayette, Regionomincs.  
-The Central Ohio Youth Center will have a meeting this afternoon.

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**16**

**RESOLUTION NO. 20-177**

**10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN'S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY:**

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:02 A.M..

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

**16 continued**

**RESOLUTION NO. 20-178**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

**16 continued**

**RESOLUTION NO. 20-179**

**IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE LAKE-OF-THE-WOODS WATER COMPANY REQUESTING DEDICATION OF A 3.136-ACRE SEGMENT OF DUNCAN'S GLEN DRIVE AS A PUBLIC RIGHT-OF-WAY TO OCTOBER 22, 2020 AT 10:00 A.M.:**

It was moved by Mr. Merrell, seconded by Mr. Benton to continuing the public hearing for consideration of a petition from The Lake-Of-The-Woods Water Company requesting dedication of a 3.136-acre segment of Duncan's Glen Drive as a Public Right-Of-Way to October 22, 2020 at 10:00 A.M. **at the Commissioners' Hearing Room, 101/91 North Sandusky Street, Delaware, Ohio 43015.**

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

**19**

**RESOLUTION NO. 20-180**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING:**

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; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for collective bargaining.

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

**RESOLUTION NO. 20-181**

**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                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**Other business:**

**RESOLUTION NO. 20-182**

**IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY JOB AND FAMILY SERVICES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:**

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

**NEGOTIATED AGREEMENT BETWEEN  
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
OHIO COUNCIL 8 AND LOCAL 3072  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

**SERB Case No. 2019-MED-09-0886**

PREAMBLE

This Agreement entered into between the Board of County Commissioners (the "Board") and the Director of the Department of Job and Family Services (the "Director") of Delaware County (when referred to jointly, the "Employer") and Ohio Council 8 and Local 3072, American Federation of State, County and Municipal Employees (the "Union"). "Employer" and "Union" shall include all agents and representatives of the Employer or Union, as the case may be. When used in this Agreement the term "Department" shall mean the Delaware County DJFS and the term "County" shall mean the Delaware County Board of County Commissioners.

ARTICLE 1

RECOGNITION

1.1 Sole and Exclusive Representative. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in Section 1.2 below.

1.2 Bargaining Unit. The bargaining unit shall include: All full-time and regular part-time employees of the Delaware County Department of Job and Family Services, including Account Clerk 2; Clerical Specialist; Employment Services Counselor; Employment Services Representative; Fiscal Specialist; Income Maintenance Case Control Reviewer/Trainer; Income Maintenance Worker 3; Investigator/Fraud 2; Social Services Case Control Reviewer/Trainer, Social Service Worker 1; Social Service Worker 2; Social Service Worker 3, Site Trainer Client Transportation; and Income Maintenance Support Worker/Screeener.

Excluded from the bargaining unit are all management-level, confidential, supervisory and professional employees as defined in the Act; all seasonal and casual (intermittent) employees as determined by the State Employment Relations Board; including, Accountant 3/Fiscal Supervisor; Administrative Assistant; Children's Services Administrator; Social Service Supervisor; Assistant Director; Training and Development Officer, Contract Monitor/Evaluator; Workforce and Income Maintenance Administrator; Business Administrator; Protective Services Administrator; Performance Analyst; Eligibility Referral Supervisor; County Job and Family Services Director.

Should the Employer create a new position, the parties will meet within ten (10) days to discuss inclusion or exclusion of the newly created position from the bargaining unit. If the parties fail to reach an agreement on the position, either party may file a unit clarification petition with the State Employment Relations Board for a final determination.

1.3 New Positions, Wage Rates. If the parties agree that the newly created position should be included in the bargaining unit, or if SERB determines the newly created position is included in the bargaining unit, the parties shall meet to negotiate the rate of pay.

If the parties are unable to reach agreement on the rate of pay for a newly created classification, the Employer may implement its last offer on the wage rate pending contract negotiations.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Management Rights. Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to:

- determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure;
- determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work;
- establish and change work hours, work schedules and assignments;
- hire, assign, direct, supervise and evaluate employees;
- issue, modify and implement Work rules for employees;
- maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted;
- suspend, discipline, demote, or discharge employees for just cause;
- lay off, transfer, promote, or retain employees;
- determine the size, composition and adequacy of the work force;
- establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit;
- effectively manage the work force;
- determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- establish or amend job descriptions of personnel within the bargaining unit;
- determine overtime and the amount of overtime required;
- maintain the security of records and other pertinent information;



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- take actions to carry out the mission of the Employer; and
- exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

**2.2** Residual Rights. The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article 2 without prior negotiation with or agreement of the Union.

2.3 EEOC, OCRC and ADA. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act including EEOC, OCRC and court interpretations of the Act. If a reasonable accommodation for an employee is requested or required, the Employer and the Union may meet to discuss the impact on the bargaining unit and this Agreement. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services provided and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge.

**ARTICLE 3  
GRIEVANCE PROCEDURE**

**3.1** Definitions and Terms. The following definitions and terms apply to this Article:

(1) A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.

Content of grievance. The written grievance shall be signed by the aggrieved employee and state the following information with clearness: the exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this Agreement claimed to be violated, and the remedy sought.

(2) Failure to advance. If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered permanently waived.

(3) Automatic advance. If a supervisor or other Employer representative fails to hold a meeting or to respond to a grievance by the stated deadline, the grievance is automatically advanced to the next step.

(4) Representation. An employee may be accompanied at any stage of the grievance procedure by a Union representative of his or her choice.

(5) Employee pursuit of grievance. An employee may present grievances and have them adjusted without the intervention of the Union. An employee who chooses not to have Union representation in the grievance procedure shall sign a waiver to this affect. An employee, who signs such a waiver, may rescind the waiver at any time.

(6) "Days" shall mean calendar days. If the last day for filing or advancing a grievance is a holiday or weekend the filing or advance of a grievance will be due the next Department work day. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

(7) Extension. The parties may mutually agree to an extension of any of the deadlines in this Article.

(8) Grievant, Group Grievance. A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group.

(9) Discipline grievances. Any grievance of any disciplinary action taken by the Employer shall be filed in writing as specified in Step 2 within seven (7) calendar days of the effective date or service of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

(10) Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

**3.2** Grievance and Arbitration Steps. The following procedure will be used in processing a grievance:

Step 1: Supervisor/Informal step. The employee aggrieved may first attempt to settle the matter by conference with his or her immediate supervisor.

Step 2: Assistant Director or Administrator. Written grievance. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, or the aggrieved employee chooses not to exercise the option provided in Step 1, the grievance shall be reduced to writing and filed with the employee's Assistant Director or Administrator, or designee in the absence of the Assistant Director or Administrator, on a form to be provided by the Union, within seven (7) calendar days after the employee knew or should have known the matter complained of has occurred.

The Assistant Director or Administrator shall give his or her answer in writing within seven (7) calendar days of the filing of the grievance.

Step 3: Director. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Director, or designee, by filing a written appeal of the grievance within seven (7) calendar days of the employee's receipt of the Assistant

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Director's response. The Director or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within seven (7) calendar days of the submission of the notice of appeal. In addition to the representative referred to in Section 3.1(4) of this Article, a staff representative from Ohio Council 8 is entitled to be at the Step 3 meeting if the grievant so requests. The Director or designee shall make a written response to the appeal within fourteen (14) calendar days of the meeting. Such written response shall include the Director's, or designee's rationale for making the determination.

Step 3.5: Voluntary Mediation. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to the procedures mutually agreed to in writing in advance of the mediation process. The Union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration. Mediation is not required for the Union to advance a grievance to arbitration.

Step 4: Arbitration. Notice to arbitrate, selection, hearing, issues. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate, which must be received by the Director or her designee within fourteen (14) calendar days of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: within thirty (30) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the Arbitration and Mediation Services or the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. Each party shall have the right to reject one list. The parties may mutually agree to strike lists. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place.

a. Issue for Arbitrator. The arbitrator shall hear and determine only one grievance except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts, except discipline. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his or her award in writing.

b. Authority of arbitrator. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently/ existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

c. Limits on authority of arbitrator. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement and only when the contract language is not clear. Past practices are defined as practices occurring prior to the effective date of this contract. The arbitrator shall expressly confine himself or herself to the precise issue(s) so submitted to the arbitrator and shall not submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have the power to modify remedies issued under the discipline procedure. Awards will be implemented as soon as possible, but in no event later than 60 calendar days following receipt of the arbitrator's award unless one of the parties files an action to vacate the arbitrator's award.

d. Exclusive procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer shall be final and binding upon the grievant, the Union and the Employer. Nothing in this Article restricts or limits an employee's rights as guaranteed by the EEOC/OCRC.

e. Costs. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

f. Exchange of witness and document lists. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

g. Attendance at hearings. The Local Union President, or designee, and any employee witnesses shall be able to attend arbitration hearings at no loss of pay or benefits. Employee witnesses will be called to the arbitration hearing when it is time for their testimony.

h. Local President. The Local Union President may be present for the entire hearing if operational needs permit. If operational needs preclude the Local Union President's attendance, a designee shall be permitted to attend the arbitration hearing.

**ARTICLE 4  
NO STRIKES/NO LOCKOUT**

**4.1** No Strikes. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which County services are being performed, during the life of this Agreement. It is the responsibility of the Employer to provide safe entrance through strike activity to the place of employment. If the

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Employer cannot so provide such safe entrance, the employee will not be required to report for work. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

**4.2** Discipline. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such activity and that disciplinary action including discharge taken by the Employer shall be without recourse.

**4.3** No Lockouts. The Employer will not lock out the employees during the life of this contract.

**ARTICLE 5**

**HOURS OF WORK AND OVERTIME**

**5.1** Hours of Work. This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for bargaining unit employees will be arranged by the Employer so the normal scheduled workweek is 40 hours work per week, exclusive of the unpaid lunch period. This schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The normal but not guaranteed workweek will consist of five (5) consecutive work days. There will be two fifteen-minute breaks. For purposes of computations under this Article, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

**5.2** Overtime and Compensatory Time. The Employer necessarily retains the right to require employees to work more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines that needs may require. However, each employee will be paid, either in wages or in compensatory time, at the rate of one and one-half times his or her regular straight-time hourly rate for all authorized hours worked in excess of forty (40) hours in any one workweek. The employee may elect, subject to Employer approval, that the employee receive comp-time in lieu of overtime pay.

All hours in active pay status other than sick leave, comp-time, and personal leave shall be compensated in calculating overtime and compensatory time entitlement.

Employees may not work overtime unless approved by management.

**5.3** Compensatory Time Request. Employees shall request compensatory time in advance of actually working the overtime hours, except in emergency situations. Where it is impossible to request comp time in advance, a request shall be made on the next working day in which the employee reports to work. Comp time must be authorized by the appropriate supervisor or the Director. Comp time can be accumulated up to 120 hours and must be utilized within 180 days of the time it is earned or it shall be paid out to the employee. Comp time shall be scheduled at a mutually agreeable time.

**5.4** Preapproval of Overtime. Employees may request to work overtime to meet the needs of a client, however all such requests must be pre-approved in writing by their immediate supervisor. If the supervisor is not available, the employee may contact the supervisor by phone. If this is not possible they should contact the next level of supervision.

**5.5** Flex Time. Employees who work overtime to meet the needs of the client, may request or the Employer may flex out the time in the same work week. When flex time is requested the supervisor will review the calendar and discuss with the employee if there is a time during the work week that they could flex. If flex time is not possible, the employee will either request comp time or be paid overtime.

**5.6** Recording Work Hours. An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Employer. Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others may result in discipline.

**ARTICLE 6**

**CORRECTIVE ACTION**

**6.1** Discipline. Non-probationary employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Non-probationary employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or rules or policies hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement.

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

An employee who is absent for a scheduled workday without leave is subject to disciplinary action, up to and including termination. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.

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

**6.3** Examples of Discipline, Retention of Discipline Records. Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand;

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(3) suspension with or without pay, and (4) reduction in pay and/or position, and (5) discharge. If a suspension or discharge is involved, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. The Employer reserves the right to assess discipline for a particular action, including immediate termination, if the conduct of the employee so warrants. Retention of discipline records shall be subject to the County Policy.

**6.4** Pre-discipline Process. Before imposing a reduction in pay and/or position, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The employee or the representative may respond to the charges. The employee may waive the right to such conference by giving written, signed, dated notice to the Director/designee of his intention to do so. The conference will be scheduled as promptly as possible, provided the employee is given 24 hours notice (which may be waived by the employee). The Director or her designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days pending the conference provided for in this section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

**6.5** Serious Infractions. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel, or the uttering of threatening or abusive language to other Department or County employees, or to the public;
- d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
- e. Falsification of any county records or employment records;
- f. Fighting;
- g. Conduct endangering the safety of fellow employees or members of the public.
- h. Conduct that constitutes workplace violence, sexual harassment, or creates a hostile work environment.

**6.6** Appeal of Discipline. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 3. Verbal reprimands may only be appealed through Step 3 of the grievance procedure.

ARTICLE 7

PROBATIONARY EMPLOYEES

**7.1** Probationary Period, New Hire. Newly hired full-time employees of the Department must complete a 365 calendar day probationary period. Newly hired part-time employees probationary period will be complete after they have 2080 hours in active pay status. The probationary period may be extended by mutual agreement.

**7.2** Voluntary Reductions in Classification, Review Period. Employees transferring into a different position within the same classification or requesting or accepting a voluntary reduction in classification shall not be required to complete a probation period; however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement.

**7.3** No Right to Grieve or Appeal. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or appealable under civil service laws.

**7.4** Probationary Periods for Lateral Transfers and Promotion. Employees selected for a lateral transfer to a position in another classification with the same pay rate assignment or promoted to a classification with a higher pay rate assignment shall serve a 180 calendar day probationary period.

**7.5** Probationary Reduction. A promoted employee is subject to being reduced or returned to his or her previous position and pay scale by the Employer at any time prior to the completion of their promotional probationary period. Employees selected for a position in another classification with the same pay range shall also be subject to being returned by the Employer to a position in their previous classification at any time prior to the completion of the probationary period. Employees in a promotional period may request, subject to approval by the Director, to be returned to an available vacant position in the classification from which they were promoted. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

ARTICLE 8

LAYOFF AND RECALL

**8.1** Exclusive Procedure. The procedures of this Article supersede the procedures of O.R.C. 124.321 *et seq.* Layoffs shall be conducted solely in accordance with this Article.

**8.2** Reasons for Layoff. Layoffs may be effectuated for the following reasons:

- 1) Lack of funds;

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- 2) Lack of work; or
- 3) Abolishment of positions.

For purposes of this Article, lack of funds means there is a current or projected lack of funds within either the social services division, the income maintenance division, workforce development division or special programs resulting from lack of program funding. This Article in no way requires a transfer of monies from the County general fund.

A lack of work means a current or projected decrease in workload.

Abolishment means the permanent deletion of a position or positions from the organization or structure of the Department due to lack of continued need for the position. Positions may be abolished as a result of reorganization for efficient operation, for reasons of economy, or for lack of work.

**8.3** Determination of Classifications for Layoff. The Employer shall determine in which classifications the layoffs should occur and the number of employees to be laid off. All employees in the bargaining unit shall be placed on a seniority list by classification. The Employer will not use seasonal or temporary employees in a classification when regular employees are on a recall list for that classification.

**8.4** Seniority. Seniority for purposes of this Article only shall be determined by the length of continuous, uninterrupted service with the Delaware County Department of Job and Family Services. Among those with the same length of continuous, uninterrupted service, seniority shall be determined by the following:

- a. The employee's first day on the job.
- b. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by a toss of the coin. All parties involved will be present at the coin toss.

**8.5** Layoff by Seniority and Qualifications. Employees in a classification selected for layoffs will be selected for retention or layoff on the basis of seniority as defined in this Article. The exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain in that classification. In that case the Employer shall retain the most senior employees that are qualified to fill the positions remaining after the layoff. The Employer shall determine whether an employee has the requisite qualifications for a position.

**8.6** Bumping/Displacement. Following the procedures of this section, employees to be laid off shall be permitted to bump into bargaining unit classifications of the least senior employee (provided the laid off employee has greater seniority) subject to the following conditions. The employee to be laid off may only bump to a classification in the Department that: 1) the classification is at the same or lower pay grade; 2) the employee previously worked in that classification; 3) the employee successfully complete a 90 days probationary period and if not successful shall be laid off, with no right to grieve or appeal; 4) the employee may not displace if the employee does not possess the necessary certifications for the position; and 5) employees wishing to bump must provide written notice within five (5) calendar days of their receipt of the layoff notice. If the employee does not meet all the criteria the employee will be laid off.

In the event the Employer denies the displacement, based upon the above criteria, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

**8.7** Bumping. The bumped employee(s) may then exercise this bumping procedure until a bumped employee is not able to bump another employee, then that bumped employee will be laid off.

**8.8** Recall List. Laid-off employees shall remain on a recall list for twelve months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. The employee is responsible for maintaining a current address with the Employer. If the Employer has not received the employee's written acceptance of the offer of recall within seven (7) calendar days of receipt of the letter, or the employee declines the reinstatement, the offer shall lapse and the employee shall be removed from the seniority and recall lists.

Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall be required to complete the probationary period for the position from which they were laid off.

**8.9** Classifications. For purposes of this Article, classifications shall be identical to those set forth in Union Recognition, Article 1.

**8.10** Notice to Union. The Employer will give the Union 21 calendar day advance notice of layoffs if at all possible. If possible, employees will be given at least two weeks' notice of any layoffs. The Employer, upon request from the Union, will attend a meeting with representatives of the Union to discuss the impact of the layoff on bargaining unit employees and possible alternatives to layoff.

**8.11** Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed within seven (7) calendar days of notice of the layoff. The written appeal shall be filed at Step 2 with Step 1 being waived.

ARTICLE 9  
ASSIGNMENT OF WORK

The Director reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Director determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs to perform work efficiently or on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to

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evaluate employee performance, where no qualified employee is readily available, in an emergency, and in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Employer in the past.

ARTICLE 10

VACANCIES, PROMOTIONS AND TRANSFERS

**10.1** Posting; Selection by Director. If the Director decides, in his discretion, to fill a vacant position in the bargaining unit, the Director shall post a dated notice, indicating the position vacancy and qualifications, on the County website for a period of at least ten (10) calendar days. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local Union president or designee prior to posting. Interested full time employees may have their applications considered by filing an application with the County Human Resources within the ten (10) calendar days of the posting. Applications filed after the tenth full day of the posting will not be considered.

It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Director, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

**10.2** Selection based on Qualifications. The Director will select the applicant he/she deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, education, specialized training, certifications/licensure, evaluations, active discipline, attendance, and agency seniority. If the Employer determines that two employees are equally qualified for the position, the employee with the most agency seniority shall have preference for the position. The Director will not be arbitrary in employment decisions.

For purposes of this Article seniority is defined as continuous uninterrupted service in the employ of the Delaware County DJFS. Employees selected for a position or a lateral transfer to a different classification (with the same pay range assignment) are not eligible to apply for another position or a transfer for a period of a year, unless the employee is reduced during a promotional probationary period and/or returned to their former classification per Section 7.2 (Transfers and Voluntary Demotions).

**10.3** Temporary Vacancies and Assignments. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Director without regard to this job bidding procedure.

Temporary assignments may be utilized for reasons such as filling in for an absent employee and shall not last longer than 180 calendar days.

Temporary assignments may be utilized for reasons such as occupying a vacant position while the Director determines whether or not and with whom to fill the position and shall not last longer than 90 days.

If an employee is temporarily assigned to a lower paying job, he/she will remain at his current rate of pay. If an employee is temporarily assigned to a higher paying job, he/she will receive the greater of his/her regular pay or the minimum of the wage chart for the position for which he/she is temporarily assigned.

**10.4** Employer Indemnified. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Article.

**10.5** Employee Request for Meeting. Employees not selected for a filled vacancy may request a meeting with the Director to discuss his/her failure to be selected. However, the need for such meeting will be at the Director's discretion.

ARTICLE 11

PERFORMANCE EVALUATION

**11.1** Probationary Employees. Probationary employees (including those serving a qualifying period for a promotion) may be evaluated twice, once during the middle of their probationary period and once at the end of the probationary period.

**11.2** Non-Probationary Employees. Non-probationary employees may be evaluated at least once annually after completion of their probationary period.

ARTICLE 12

UNION BULLETIN BOARDS

**12.1** Bulletin Board. The Employer will provide space for bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

**12.2** Copies; Limitations. The Union will provide a copy of each notice to be posted on the bulletin boards to the Director or designee. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the materials. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

ARTICLE 13

WAIVER IN CASE OF EMERGENCY

**13.1** Suspension of Timelines and Work Rules. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Delaware County Commissioners, the United States Congress or the State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- (1) Time limits for Employer or Union replies on grievances.
- (2) Work rules and/or agreements and practices relating to the assignment of employees, with the

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approval of the Director or a supervisor.

**13.2** Grievances. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure Article and shall proceed from the point in the Article to which they had properly progressed.

ARTICLE 14  
SAFETY

**14.1** Incident Report. The Employer will provide an incident report form on which employees should report any safety or security related hazards in and around Department premises. Forms may be picked up from the employee's immediate Supervisor or on the County information system. All hazards reported will be investigated. Failure to notify the Director, or designee, of a potential safety or security related hazard may subject the employee to discipline up to and including discharge.

**14.2** Social Workers. Social workers who are called out into a potentially hazardous situation should utilize law enforcement accompaniment. If law enforcement accompaniment is unavailable, the employee may take along a supervisor or, with supervisor approval, another employee of the Department.

**14.3** Process to Raise Safety Issue. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 or 4167.13 until the following process has been completely exhausted.

An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two (2) work days of the occurrence of the alleged violation.

If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director or designee, within two work days after his/her conference with the immediate supervisor. The Director or designee, will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or designee will respond to the complaint within seven (7) calendar days.

If the Director or designee, does not resolve the alleged violation to the satisfaction of the employee, the employee or Union may appeal the complaint to the County Administrator by filing a written appeal with him/her within two (2) work days of the Director's or designee, response. If the Director or designee, does not respond by his/her deadline, then the employee or Union may file their appeal within two (2) work days of that deadline. The County Administrator or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within seven (7) calendar days after the conference, the County Administrator shall provide his/her written response to the alleged violation.

The procedure set forth in this Article shall in no way restrict the Employee's or Union's right to utilize the protections afforded them under Ohio Revised Code 4167.06.

ARTICLE 15  
SUBCONTRACTING

Except for emergencies involving the public health, welfare, and safety, the Employer agrees that subcontracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

ARTICLE 16  
WORK RULES

County and Department work rules will be posted on the Department or the County Information System and be accessible to the employees. The local Union president or designee shall also receive copies of all new and revised work rules. The Employer will provide two (2) working days' notice of any change in work rules unless immediate implementation is necessary because of an emergency, law, regulation, or ordinance. The Union may request a meeting with the Employer to obtain clarification of any new work rule. The listed work rules will not necessarily be exclusive - common sense will prevail in the case of doubt. Work rules will not be arbitrary or capricious, and will be uniformly applied, insofar as is practicable.

ARTICLE 17  
ON-CALL

**17.1** Response Policy. The parties agree to follow the "After Hours Procedure Policy." The policy can be changed by mutual agreement.

**17.2** Substitute. In case of personal emergency of the employee where an on-call employee will not be able to handle emergency calls, that employee is responsible for notifying in advance, a supervisor, or the Children Services Administrator, in order to arrange for a substitute. Misrepresentation of a personal emergency shall be cause for discipline.

**17.3** On-call Pay. The on-call employee will receive two hundred ten dollars (\$210.00) per week (\$30.00 per day). If the on-call employee does not carry the on-call cell phone the full week for any reason/he/she will be paid only for the days the on-call cell phone is carried. The back-up employee will be paid for those days that he/she serves as the primary on-call employee.

**17.4** Loss of County Property. If an employee loses an on-call cell phone, or other assigned equipment, the cost of the on-call cell phone or equipment shall be deducted from the employee's pay unless the Director decides otherwise.

**17.5** Rotation of On-call. The Employer shall establish the on-call rotation list. All Social Services Worker 3's shall be on the on-call schedule at least one quarter in a twelve-month period. It is fully understood that the Employer has the right to ensure that there is proper staff assigned to cover emergency calls.



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ARTICLE 18  
CASELOAD DISTRIBUTION

The Employer reserves the right to assign caseloads. The Employer will attempt to train employees in an effort to allow for equitable distribution of caseloads among employees doing the same type of work, insofar as is practicable.

ARTICLE 19  
LEAVES

**19.1** Sick

1. Paid sick leave shall be earned and accumulated at the rate of four and six-tenth (4.6) hours for each eighty (80) hours an employee is in active pay status.
2. Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family. Employees are encouraged to schedule medical and dental appointments and on-going treatments on non-work hours. Employees may also use sick leave for absence due to exposure to a contagious disease which could be communicated to other employees.
3. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of .25 hour increments.
4. Upon retirement from the Employer under the Public Employees Retirement System, accumulated sick leave shall be paid at the rate of one hour of pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value of sixty (60) days' paid leave or maximum of 480 hours. Employees who have received a sick leave conversion at retirement from the Employer or another public employer shall not be eligible for a retirement conversion under this provision.
5. In the event of the death of the employee, accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, *if there is no surviving spouse* at the rate of one hour's pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value of sixty (60) days' paid leave or maximum of 480 hours.
6. An employee who is absent due to one of the above reasons must report his/her absence as required by County policy.
7. Upon return to work, or in advance of the absence when the employee uses sick leave for a doctor's appointment, the employee must complete a leave request.
8. Falsification of a physician's certificate or signed statement to justify the use of sick leave may be grounds for disciplinary action, up to and including discharge.
9. County Policy will apply for sick leave absences.
10. An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for County records.
11. An employee who has been separated from County employment, but who is reemployed by the County shall be credited with his or her previously unused accumulated sick leave, if the re-employment occurs within 10 years of the date of the employee's last separation from county employment.

**19.2** Definitions:

Active pay status: Conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and compensatory leave.

Immediate family: Means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**19.3** Vacation Leave:

1. Bargaining unit employees shall earn vacation leave according to their years of service as follows:
  - a. Less than 1 year of service completed - no vacation.
  - b. 1 year of service, but less than 8 years completed - 80 hours.
  - c. 8 years of service, but less than 15 years completed - 120 hours.
  - d. 15 years of service, but less than 25 years completed - 160 hours.
  - e. 25 years or more of service completed - 200 hours.
2. Vacation is credited each bi-weekly pay period at the following standard rates:
  - a. 3.1 hours per pay period in active pay status are entitled to 80 hours annual vacation.
  - b. 4.6 hours per pay period in active pay status are entitled to 120 hours annual vacation.
  - c. 6.2 hours per pay period in active pay status are entitled to 160 hours annual vacation.

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- d. 7.7 hours per pay period in active pay status are entitled to 200 hours annual vacation.
3. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the permission of his/her supervisor and written approval of the Director annually. This approval will not be arbitrarily denied. Vacation credit in excess of three (3) years will be eliminated.
4. Vacation leave may be taken in minimum increments of one-quarter (0.25) hours.
5. At the time of separation from employment in good standing, an employee is entitled to compensation at his/her current rate of pay for any unused vacation leave accrued.
6. In the case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse or to his/her estate.
7. According to the ORC 9.44, if a County employee has held a position with the State of Ohio or another Ohio political subdivision (county, municipal, school system, etc.), he or she is entitled to include the service time from past public employment to the service time with Delaware County for the purpose of determining vacation accrual eligibility. An employee will not be entitled to marry his/her prior service time if he/she had retired from public service with his/her prior employer. An employee is required to utilize the procedures within the Prior Service Credit for Vacation Accrual Policy in the Standard Operating Procedures Manual to receive credit for prior service.

The above service requirement need not be continuous. However, completion of a total of one (1) year service (twenty- six pay periods) with Delaware County and/or another Ohio political subdivision or a combination thereof is required before the employee is eligible to use or receive a payment for any accrued vacation time.

**19.4** Jury Duty

The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

**19.5** Military Leave

Employees shall receive Military Leave in accordance with the provisions set forth in the Delaware County Personnel Manual in effect at that time.

**19.6** Family Medical Leave

The Employer shall comply with all requirements of the Family Medical Leave Act in accordance with the Delaware County Personnel Manual in effect at that time and all federal requirements under the Act.

**19.7** Unpaid Leaves of Absence

1 Employees may request an unpaid leave of absence for educational, personal or disability reasons from their appointing authority. The decision whether to grant the leave is left to the appointing authority's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the appointing authority. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

2 Educational leave may be granted for up to two years for purposes of education, training or specialized experience which would benefit the appointing authority's office. Upon completion of the leave of absence, the employee will be returned to his/her former position or a similar position within the same classification.

3 Where an employee is unable to pre-determine the exact length of his/her leave, an indefinite leave not to exceed six months may be approved. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. The employee may be permitted to return to work at anytime during the six-month period, provided that he/she gives the appointing authority at least two weeks' written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the appointing authority.

4 While on leave without pay an employee does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. His/her anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence, other than Family and Medical Leave Act leave, must pay the premium for his/her health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

5 Unpaid leaves of absence shall not be granted to an employee for the purpose of engaging in political activity.

**19.8** Personal Leave

Each bargaining unit member shall be entitled to eight (8) hours of absences per calendar year, with pay, for personal reasons to be deducted from sick leave. In addition, bargaining unit employees shall be entitled to sixteen (16) hours of personal leave per calendar not deducted from sick. New employees hired on or after July 1 shall be entitled to one personal day not to be deducted from sick leave for the remainder of the calendar year in which they are hired. Personal leave shall not accumulate from year to year. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in one (1) hour increments.

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Should non-bargaining unit employees under the jurisdiction of the Delaware County Board of Commissioners be granted additional personal leave, bargaining unit employees shall also receive such personal leave.

**19.9** Bereavement Leave

An employee may use sick leave for a reasonably necessary time, in no event to exceed five (5) days, for bereavement purposes for the death of a member of the employee's immediate family as defined in Section 19.2 of this Article. For funeral attendance purposes in the event of the death of a person who is not a member of the employee's immediate family, including other family members (e.g. aunts, uncles, niece/nephew and cousins of any degree) and friends, an employee may not use sick leave, but may use another type of leave such as vacation leave or compensatory time, if such leave is available to the employee.

ARTICLE 20  
INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the employers' share of the cost of such benefits, the terms and conditions on which such benefits are provided, the limitations and qualifications of such benefits, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit, or pay a greater percentage for the benefits than they are currently paying.

ARTICLE 21  
HOLIDAYS

**21.1** Holidays. Full-time employees shall receive eight hours of straight time pay for the following holidays:

- New Year's Day Labor Day
- Martin Luther King Day Independence Day
- Washington-Lincoln Day Veteran's Day
- Memorial Day Thanksgiving Day
- Christmas Day Day after Thanksgiving

Regular part-time employees shall be paid for the hours they are scheduled to work on holidays.

Full-time employees (and regular part-time employees if scheduled to work) shall receive four hours of straight time pay for the following holidays:

- Little Brown Jug Day Christmas Eve Day New Year's Eve Day

**21.2** Observance of Holidays. If the holiday falls on a Saturday, the Friday immediately preceding shall be observed as holiday; if the holiday falls on a Sunday, the Monday immediately succeeding shall be observed.

An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave.

If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

**21.3** Holidays Worked. If an employee is required to work on a holiday, the employee shall receive holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday is not overtime, the employee's pay for the time worked shall be the employee's regular straight time rate. If the time actually worked on a holiday is overtime, the employee's pay for the time worked shall be one and one-half times the employee's regular rate.

ARTICLE 22  
LABOR-MANAGEMENT MEETINGS

Regular Labor Management meetings may be held between the Employer and Union representatives to discuss matters of concern. Meetings will be held at the written request of either party no more than once quarterly or as the parties mutually agree. Agenda items will be submitted by either party at least 48 hours in advance of such LIM meetings. In the event neither party has submitted an agenda item for discussion, the LIM meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union, which may only be current employees, and Union Staff representatives of Ohio Council 8. Others may attend with the agreement of the other party.

ARTICLE 23  
WAGES

**23.1** County Compensation Plan. The employee's wage rates shall be determined in accordance with the County's Compensation Management System. The County shall place new hires on an advanced step depending on their experience. If the merit budget is less than 2%, the parties will meet to discuss finances. No employee will suffer a wage reduction as a result of the Employer's periodic wage review.

**23.2** One Time Payment for Degrees and Licenses. Employees who receive an associates, bachelors, or master's degree during their employment shall receive a one-time bonus payment. Employees who are issued a LSW or LISW license during their employment shall also receive a one-time bonus payment. If an employee resigns from the Department less than one year following receipt of the bonus payment the employee will be responsible to repay, which may be offset from their final paycheck or leave conversion, prorated to the months remaining in the one year period following receipt of the bonus.

Degree/License Bonus payment

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Associates 2% of annual salary

Bachelors 3% of annual salary

Masters 4% of annual salary

LSW 3% of annual salary

LISW 4% of annual salary

**23.3** Review of Evaluation. Employees who disagree with their evaluation may file a grievance at the Step 3 (Director's Step) of the grievance procedure. The Director's decision shall be final and binding on the employee and the union; therefore, evaluation grievances are not subject to the arbitration procedure of this contract. Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

ARTICLE 24  
REIMBURSEMENTS

**24.1** Training Reimbursement. Employees approved by the Employer to attend work-related classes, seminars, conferences, training sessions, or State sponsored programs shall not lose time or pay for attending such classes or events. The Employer agrees to pay all registration costs of all employees approved for such leave. The Employer shall also pay mileage as set forth in this Article.

**24.2** Tuition Reimbursement. Employees shall be eligible to participate in the County's Tuition Reimbursement Policy.

**24.3** Mileage. The Employer shall reimburse employees at the current County rate per mile for miles driven by an employee when the employee is required to drive his or her personal vehicle to transact County business.

**24.4** Meals/Lodging. In the event an employee is on approved business required by the Employer outside of Delaware County, then such employee shall be reimbursed under the County policy.

**24.5** Parking. Employees on approved County business shall be reimbursed for the necessary cost of parking upon presentation of a valid, dated receipt.

ARTICLE 25  
JOB DESCRIPTIONS

**25.1** Job descriptions. The Employer shall furnish the Union with copies of job descriptions as soon as a review is completed.

**25.2** Review of Job Assignments. If an employee believes that his/her job duties have changed materially, the employee may request that the Director or designee review the job in question. The supervisor will meet with the employee and union representative to review the employee's current job duties. If the Employer determines that the duties have changed materially, it will refactor the job in question and adjust the job's placement on the wage chart accordingly. However, no employee's pay will be reduced as a result of this Section.

ARTICLE 26  
SCOPE AND SEVERABILITY

**26.1** Scope and Waiver. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the State law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. 4117.01 et seq. and that certain issues between the members of the unit, including their Union representatives, and the Employer may be resolved through the grievance procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O. R. C. Sec. 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

a. This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

b. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

**26.2** Severability. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to negotiate a new Article or Section to replace the illegal Article or Section.

**26.3** Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union will save the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

ARTICLE 27  
UNION SECURITY

**27.1** Dues Check-off. The Employer, pursuant to O.R.C. 4117.09 (B)(2) shall deduct periodic dues, initiation fees and assessments of

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employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two weeks prior to the payday at which it is to take effect.

**27.2** Union Notice of increases. The Union shall notify the Employer in writing of any increase in the amount of dues to be deducted. Such increase shall be deducted in the next scheduled deduction period as long as at least two weeks' notice is given.

**27.3** Deductions. Union dues deductions shall be deducted biweekly. The total amount of dues to be deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within fifteen days following the deduction. An alphabetical listing shall accompany the remittance, indicating those employees paying dues.

**27.4** Reimbursement by Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to defend and to hold the Employer harmless from all claims of excessive or improper dues deduction.

**27.5** Seniority List. The Employer agrees to provide the Union with a seniority list annually.

**ARTICLE 28**

**APPLICATION OF CIVIL SERVICE LAWS**

Except as may be otherwise expressly provided in this Agreement, or excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Ohio Civil Service laws and rules shall not apply to employees in the bargaining unit.

It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this Agreement.

**ARTICLE 29**

**INCLEMENT WEATHER DAYS**

Severely inclement weather may occasion the declaration of a weather emergency by the Delaware County BOCC that includes the closing of County offices for all or a portion of the regular workday. Employees who are actually working (i.e. on the clock) during the time the emergency is declared, shall be compensated at their regular hourly rate for the period that offices are closed up to their regular eight hours. The County Policy concerning inclement weather shall apply to bargaining unit employees.

The exception shall be the situation where an employee has requested and been granted vacation or comp time because of inclement weather and Delaware County is subsequently closed due to the same inclement weather. In this case, the affected employee shall be permitted to rescind their vacation or comp request and be paid as per paragraph 1 of this Article for the portion of time the County offices are closed (i.e. If the County offices close at 11:00 a.m. then the employee may rescind their leave request for the remainder of the business day beginning at 11:00 a.m.).

**ARTICLE 30**

**NON-DISCRIMINATION**

**30.1** Nondiscrimination. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, handicap, sexual orientation, union affiliation or non-union affiliation.

**30.2** No Interference. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or Chapter 4117 O.R.C.

The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employee exercising the right to abstain from membership in the Union or from involvement in Union activities.

**30.3** Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 31**

**UNION REPRESENTATION**

The Employer may give the appropriate union representative reasonable amount of time to investigate and process grievances during working hours with no loss of pay upon notification and with the prior approval of the immediate supervisor. The Employer agrees to continue to permit the union to conduct meetings in the facility with prior approval of the Director or designee. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

**ARTICLE 32**

**ADR PROCEDURE**

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure. This procedure supersedes the procedures listed in the Section 4117.14(C)(2)-(6) and any other procedure to the contrary.

In the event that agreement is not reached after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall occur at times and places mutually agreed to by the parties. If mediation is unsuccessful, the Union may exercise its right to strike pursuant to R.C. 4117.14(0)(2).

**ARTICLE 33**

**SUCCESSOR**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transfer is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

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ARTICLE 34  
DURATION OF AGREEMENT

**34.1** Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

**34.2** Duration. This Agreement shall become effective January 1, 2020 and shall remain in full force and effect until 11:59 p.m. on December 31, 2022.

Negotiations. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract no more than 120 days or less than 90 days before the expiration of this Agreement unless otherwise mutually agreed by the parties. If no such written notice is given, this Agreement will be renewed automatically for one year.

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

**20**

**RECESS 11:46 A.M./RECONVENE 1:03P.M.**

**21**

**1:00P.M. VIEWING FOR CONSIDERATION OF THE ZERBE-O’KEEFE #265 DRAINAGE IMPROVEMENT PETITION**

On February 20, 2020 at 1:00P.M. The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District, with the use of video technology in the office at 101 North Sandusky Street Delaware, Ohio

**Commissioners Present: Jeff Benton, Gary Merrell**

On November 22, 2019, a drainage petition for the Zerbe-O’Keefe #265 watershed was filed with the Board of County Commissioners to:

1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
2. In Delaware County, Brown Township, within the Zerbe-O’Keefe #265 watershed and generally following, but not limited to, the course and termini of the existing improvements.

NOTE: the first hearing on the petition is scheduled for May 14, 2020 at 10:00AM

The Commissioners:

- Viewed Video of the Area; see map below
- Followed Areas from U.S. 42 to Harris Rd of Off State Route 521
- Water pools near map areas 4,5,6,7 most of the time
- Viewed Maps and Pictures of Area
- The Petition (Signatures and Words) Determines the Upstream Part of A Project The “Sufficient Outlet” Determines The Bottom Of A Project
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
  
- At this time Watershed is determined by a mapping program, ground survey will come if petition moves past first hearing (Rail Roads, Woods, and I-71 may interfere with mapping program)
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners’ Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet and a copy of a map of the area.

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## Delaware County Commissioners

Jeff Benton  
Barb Lewis  
Gary Merrell

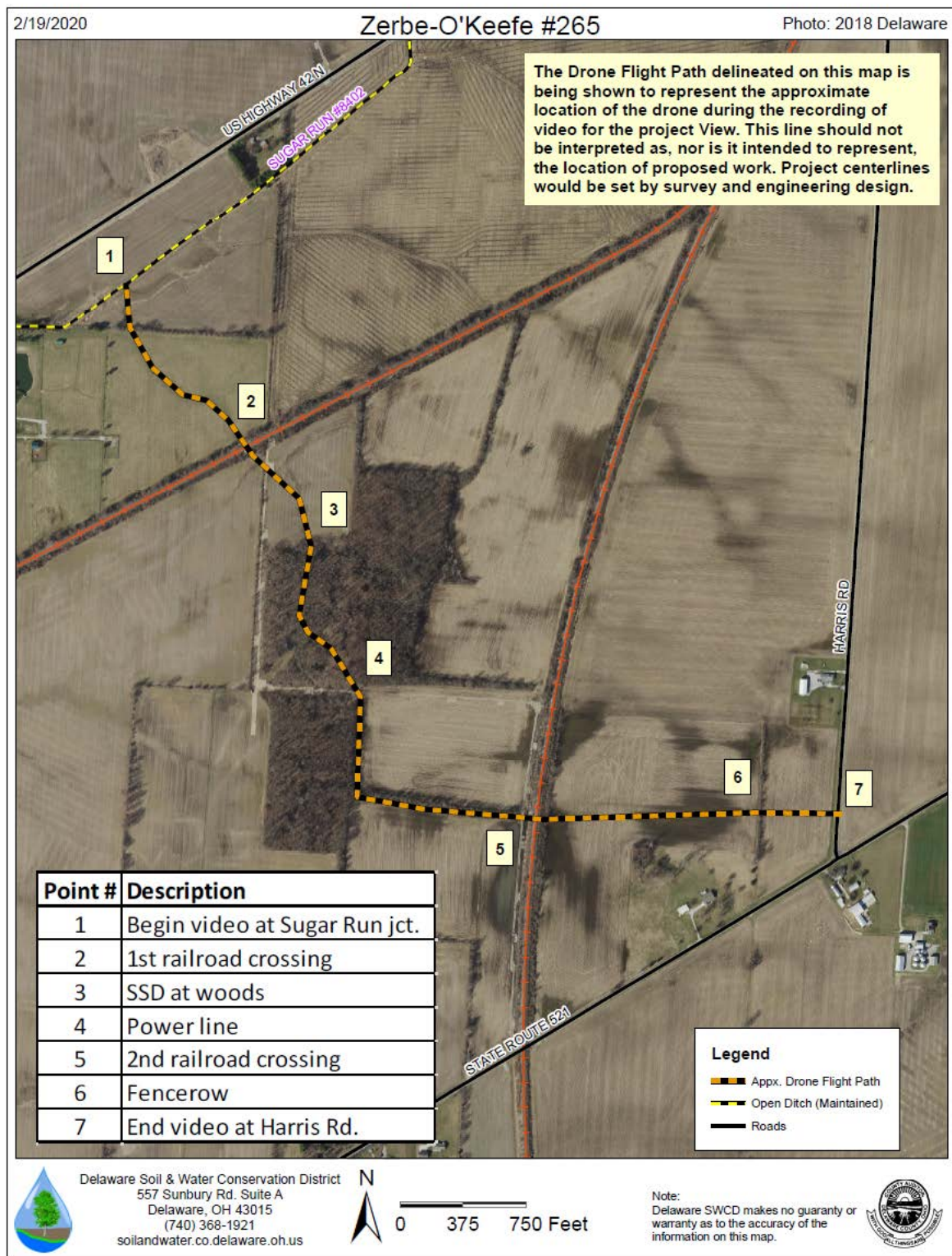
### SIGN-IN SHEET FOR FEBRUARY 20, 2020

1:00 P.M. Viewing For Consideration Of The Zerbe-O'Keefe #265  
Watershed Drainage Improvement Petition

<u>NAME</u>	<u>ADDRESS</u>
1 Thomas DAVIS Sr.	2061 St Rt. 521 Delaware
2 Ellen S. Davis	2041 St. Rt. 521 Delaware
3 Connie SKINNER	2580 SKINNER Rd. Del. Oh. 43015
4 GARY SKINNER	2514 SKINNER Rd. Del, 43015
5 Bill Cashman	1290 US Hwy 42 N
6 Ed Cashman	1657 US 42 N
7 E. Miller	1000 Miller Paul 43021
8 Ron GRAHAM	2635 Twp Rd. 224, Ashley 43003
9 Jim Skute	3026 SR 521 Delaware, Oh
10 Mary Graham	2637 Twp Rd 224, Ashley, Oh 43003
11 Linda Graham	2637 Twp Rd. 224 Ashley, Oh 43003
12 SCOTT STEPHENS	DELAWARE SWCD
13 Cooky Hondres	496 E Beck st Columbus / OH
14 Charlie Reffitt	4826 Baber Rd Delaware



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There being no further business, the meeting adjourned.

\_\_\_\_\_  
 Gary Merrell

\_\_\_\_\_  
 Barb Lewis

\_\_\_\_\_  
 Jeff Benton

\_\_\_\_\_  
 Jennifer Walraven, Clerk to the Commissioners