

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

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

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

1
RESOLUTION NO. 20-551

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 25, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 25, 2020; and

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

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

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

2
RESOLUTION NO. 20-552

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0626 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0626:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0626, memo transfers in batch numbers MTAPR0626 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
GLW (P2001993)	Code Compliance	10011301-5301	\$25,000.00
PR Number	Vendor Name	Line Description	Line Account Amount
R2003618	DHDC ENGINEERING	CONSULTING SERVICES	66711900 - 5410 \$7,854.00
R2003654	RUSH TRUCK CENTER INC	SLUDGE TRUCK REPAIRS - SEMI 953	66211900 - 5328 \$14,485.64

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

3
RESOLUTION NO. 20-553

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

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

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

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

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020

Permit #	Applicant	Location	Type of Work
UT20-0093	AEP	S. Section Line Road	Install new poles, remove existing
UT20-0094	Spectrum	Duffy Road	Place buried cable in ROW
UT20-0095	Spectrum	Center Village Road	Place cable in ROW
UT20-0096	Columbia Gas	Northlake Preserve 2	Install Gas Main
UT20-0097	AT&T	Miller Paul Road	Road Bore
UT20-0098	Century Link	Cheshire Road	Road Bore
UT20-0099	MCI	South Old State Road	Place cable in ROW
UT20-0100	Spectrum	Merchant Road	Place cable in ROW

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

4

RESOLUTION NO. 20-554

IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT BETWEEN THE CITY OF COLUMBUS DEPARTMENT OF PUBLIC SAFETY, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY SHERIFF’S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF’S OFFICE CADETS TO THE COLUMBUS POLICE DEPARTMENT ACADEMY:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office:

**TRAINING AGREEMENT
Between**

**City of Columbus Department of Public Safety
and
The Delaware County Commissioners and The Delaware County Sheriff’s Office**

This Agreement is entered into this 29th day of June 2020 at Columbus, Ohio by and between The Delaware County Sheriff’s Office (sponsoring agency), and the City of Columbus, Department of Public Safety, Division of Police.

RECITALS

WHEREAS, The Parties desire to enter into a Training Agreement for the recruits of The Delaware County Sheriff’s Office to attend the Columbus Police Training Academy operated by the City of Columbus Department of Public Safety;

WHEREAS, The Parties agree to send 2 recruits to attend the 134th Training Academy;

WHEREAS, The City of Columbus operates an Ohio Certified Ohio Peace Officers Training Academy for the training of police recruits for its Public Safety forces;

WHEREAS, The City of Columbus from time to time has the facilities and space to train recruits beyond the number required for its own purposes; and,

WHEREAS, the Parties desire to enter into an Agreement to train the recruits of The Delaware County Sheriff’s Office for purposes of certifying those individuals as public safety officers for employment by The Delaware County Sheriff’s Office with the necessary certifications by the State of Ohio to be appointed to serve as a Police Officer for The Delaware County Sheriff’s Office;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

1. The Parties understand that the training of recruits by the City of Columbus may exceed the requirements established for the certification of public safety officers by the State of Ohio. All recruits are required to meet both the entry standards and the training requirements set by the City of Columbus, Department of Public Safety, in order to successfully begin and complete the training academy to which they are admitted. The failure to meet these entry standards and training requirements will result in the removal of that recruit at the time of the failure, as determined by the academy commander.
2. The recruit training staff will take reasonable steps to remediate recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification of the sponsoring agency.
3. In the event the commander, has exhausted all reasonable remedial efforts and the deficient recruit has failed to improve or is deemed, at the sole discretion of the academy commander to be either unwilling or unable to meet the requirements established for successful completion of the training program, said recruit will be dismissed with notification to the sponsoring agency.
4. If necessary, at the sole discretion of the academy commander, representatives of each Party may meet to discuss the recruit's performance deficiencies.
5. If a recruit is injured and unable to continue or complete attendance, or is unable to continue due to a personal emergency not related to past performance, said recruit may be allowed to return for the next class offered by the City of Columbus.
6. The City of Columbus does not assume liability for any injuries sustained by any recruit of a sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.
7. Recruits will be required to sign a Liability Release in favor of the City of Columbus, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
8. The Sponsoring Agency agrees to pay the recruit's tuition as follows:
 - a. \$3,000.00 no later than four (4) weeks prior to commencement of training
 - AND
 - b. \$3,000.00 at the conclusion of training.
 - c. Should the Sponsoring Agency provide assistance to the City of Columbus then a 10% discount for instructors that instruct a minimum of ten hours will be applied. The discount is for one recruit per agency, per class. Such assistance includes, but is not limited to, providing instructors.
 - d. The parties agree that failure of Sponsoring Agency to pay the agreed upon \$3,000 at a time no later than four weeks prior to the commencement of training will result in the automatic termination of this contract and this agreement in its entirety shall become null and void.

If training is terminated for any reason, the tuition amount is prorated to the extent it exceeds the non-refundable amount of \$3,000.00

(NOTE: Additional recruits beyond one shall receive a 10% discount on the tuition total, i.e., \$6,000.00, applied only to the final payment.)

9. Tuition includes all of the labor and educational materials, including those necessary for remedial training. It also includes: customized 10-code tests for each recruit; access to "family night" for those wishing to participate; observation by a physician and medics during certain training; full participation in all aspects of the Academy to include all scenario-based training exercises and use of all associated equipment and facilities; and, a badge-pinning ceremony and formal graduation.
10. The City of Columbus shall provide the following:
 - Orientation session prior to start date
 - Professional training to satisfy Ohio requirements for Public Safety officer certification

The Sponsoring Agency shall provide:

- Tuition
- Uniforms
- Background check as required by the State of Ohio

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

- Any Sponsoring Agency's test on the policies and procedures of that particular agency
- supplies as required- to include but not limited to:
 - Two plain black 3-inch 3-ring binders
 - running shoes
 - Mat shoes
 - Hand wraps, mouth piece, and ice bag
 - Towel, soap and shampoo for showers
 - Physical Training gear
 - Flashlight
 - White T-Shirts
 - Black socks
 - Black leather gloves (to be worn with uniform)
 - Class Dues
- Ammunition:
 - 3,000 rounds of issued side arm ammo
 - 300 rounds 12 gauge buckshot
 - 150 rounds 12 gauge slugs
 - 60 rounds of 5.56mm FMJ rifle ammo
 - 300 simunition blank rounds
 - 150 simunition marking rounds
 - More ammunition, simunitions, both blank and marking, may be needed if recruit needs to do requalification and/or remediation.
- Uniforms- to include the following:
 - 5 recruit shirts – as determined by Academy
 - 2 recruit pants – as determined by Academy
 - 1 Pair of boots – as determined by Academy
 - 1 recruit tie – as determined by Academy
 - 1 recruit hat – as determined by Academy
 - 1 trouser belt
 - 2 coats; one lightweight and one winter
 - 1 rain coat
 - 1 traffic vest
 - PT Gear as determined by Academy
 - Black swimsuit(men will need swim shorts with at least 8" inseam, women will need a 1 piece
 - 1 Gunbelt with 3-4 beltkeepers
 - 1 gun holster
 - 1 plastic blue/orange gun
 - 1 mag holder
 - 1 mace holder
 - 1 baton with baton holder
 - 1 cuff case with cuffs
 - 1 plastic blue taser(if agency uses a taser other than X26p)
 - 1 taser holster
- All items shall be provided no later than 14 days before the first day

11. All training records of each individual recruit will be kept in accordance with the Columbus Division of Police Recruit Training SOP and OPOTA requirements. Upon the successful completion of or dismissal from the Columbus Division of Police Recruit Training Program all training records of each individual recruit will be forwarded to the contracting agency, with copies maintained by the Columbus Division of Police Training Academy.

12. This agreement will terminate as to each individual recruit upon that recruit's successful completion from the Training Academy, and/or upon that recruit being dismissed from this Training Academy, whichever event occurs first. The City of Columbus, Department of Public Safety, Division of Police will thus have no further obligation to provide any type of training upon termination of this agreement.

ADDENDUM TO Columbus Department of Public Safety Training Agreement:

Entire Agreement. This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and the City of Columbus, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

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

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

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

Independent Contractor/No Contribution to OPERS. No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, the City of Columbus and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCSO or Delaware County, Ohio. The City of Columbus assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Civil Rights. The City of Columbus agrees that as a condition of this Contract/Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the City of Columbus will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract/Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

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

**5
RESOLUTION NO. 20-555**

IN THE MATTER OF ACCEPTING THE SHERIFF'S OFFICE BUDGET ESTIMATING THE COST OF OPERATING THE JAIL AND FEEDING ITS INMATES FOR 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Sheriff's Office Budget estimating the cost of operating the jail and feeding its inmates for 2021.

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

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

**6
RESOLUTION NO. 20-556**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR PIATT PRESERVE SECTION 2 AND VILLAS AT OLD HARBOR WEST SECTIONS 1, 2 AND 3:

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

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Piatt Preserve Section 2 and Villas at Old Harbor West Sections 1, 2 and 3;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves the sanitary sewer improvement plans for Piatt Preserve Section 2 and Villas at Old Harbor West Sections 1, 2 and 3 for submittal to the Ohio EPA for their approval.

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

7

RESOLUTION NO. 20-557

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR PIATT PRESERVE SECTION 2:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Piatt Preserve Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Piatt Preserve Section 2:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 29TH day of June 2020, by and between **Westport Homes, Inc.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Piatt Preserve Section 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Piatt Preserve Section 2**, dated **May 28, 2020**, and approved by the County on **June 29, 2020**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **22** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$145,000.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____ Date _____

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

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan for Piatt Preserve Section 2**.

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 Plan for Piatt Preserve Section 2 (\$5,075.00)**. 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 **Piatt Preserve Section 2 (\$12,325.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for Piatt Preserve** 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,

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020

such easements and rights-of- way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

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

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

8
RESOLUTION NO. 20-558

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC. FOR THE CHESHIRE PUMP STATION AND FORCE MAIN UPGRADE PROJECT:

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

WHEREAS, the Board of Commissioners previously entered into a contract on June 19, 2017 with Strand Associates, Inc. for the Cheshire Pump Station and Force Main Upgrade Project; and

WHEREAS, Amendment No. 1 authorizes additional design and construction related services as detailed in Exhibit A; and

WHEREAS, there is an increase to the contract cost in the amount of \$45,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Strand Associates, Inc. for the Cheshire Pump Station and Force Main Upgrade Project; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2020**

Amendment No. 1 to the Professional Services Contract with Strand Associates, Inc.:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Original Agreement dated June 19, 2017 is made and entered into this 29th day of June, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Strand Associates, Inc. (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Original Agreement, the Parties mutually agree to amend the Original Agreement as follows:

- A. The Services, as set forth in Section 1.3 of the Original Agreement shall be modified to include the additional services as set forth in Exhibits A and B attached hereto and, by this reference, fully incorporated into this Amendment No. 1.
- B. Sections 4.2, 4.3, and 4.4 of the Original Agreement shall be modified to include the additional compensation for the additional Services approved herein.

Pursuant to Section 7.1 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by extending the completion date for the services to no later than December 31, 2021.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

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

11

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-Auditor Kaitsa shared that Union County has surpassed Delaware County for fastest growing in Ohio.

Commissioner Benton

- Attended the virtual Regional Planning meeting last Thursday.
- Legislative Update: the liability immunity bill is moving along. Could be September before the House and Senate reconcile their bills for a vote. The TID amendment passed.
- Economic Development has put out a brochure with their successes.
- There will not be a Commissioners’ Session Thursday.
- CEBCO will hold a webinar this afternoon with a potential new wellness vendor.
- Saturday is the 4th of July.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners