

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 18, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-740

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 14, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 14, 2011; 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. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

PUBLIC COMMENT

- 1) Matt McQuade, With Columbus 2020; Here To Answer Question On Resolution 11-746
- 2) Kristin Chek, General Counsel For Ohio Mulch; Here To Answer Questions On Resolution 11-747

ELECTED OFFICIAL COMMENT

Judge Kenneth Spicer, Probate/Juvenile  
Central Ohio Youth Center Emergency Renovation Project

RESOLUTION NO. 11-741

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0715:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0715 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
B&C (line 1)	Communications	21411306-5201	\$ 4,400.00
B&C (line2)	Communications	21411303-5328	\$ 1,600.00

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11 -742

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

The Administrative Services Department is requesting that Dawn Huston attend a Conflict Resolution Training in Columbus, Ohio December 1, 2011; at the cost of \$195.00 (Fund Number 10011108).

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-743

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PREMIER HEALTH CARE SERVICES FOR EMERGENCY SERVICE PHYSICIAN MEDICAL DIRECTOR SERVICES:

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It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Director of 911 Communications and the Director of Emergency Medical Services recommends approval of Agreement Between the Delaware County Board of Commissioners and Premier Health Care Services for Emergency Service Physician Medical Director Services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Agreement Between the Delaware County Board of Commissioners and Premier Health Care Services for Emergency Service Physician Medical Director Services.

**Agreement Between the Delaware County Board of Commissioners and Premier Health Care Services for Emergency Service Physician Medical Director Services**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of July, 2011, by and between the Delaware County Board of Commissioners ("Delaware County") and Premier Health Care Services ("PHCS").

WHEREAS, Delaware County operates an EMS service ("DCEMS") and 911 Emergency Communication Center ("DelComm") which provides care and emergency pre-arrival instructions to the citizens of the community; and

WHEREAS, Delaware County desires a physician medical director services to further the quality of its service;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Duties and Responsibilities -**

PHCS will provide two (2) Physicians ("Physician") to fill the position of medical director, one (1) for DCEMS and one (1) for DelComm. Each Physician agrees to the duties as defined below:

**DCEMS Physician Medical Director:**

- a. Physician shall be qualified to practice medicine in the State of Ohio. This Agreement is expressly subject to successful maintenance of licensure, and such membership and privileges, as may be applicable to Physician providing service hereunder.
- b. Physician shall evaluate and seek to improve the quality of prehospital care.
- c. Physician shall review patient records and critique with prehospital and hospital personnel as needed.
- d. Physician shall assure that a mechanism exists to evaluate skills competency of prehospital personnel to Delaware County EMS.
- e. Physician shall report deficiencies or opportunities to improve prehospital patient care to the Command Staff of DCEMS.
- f. Physician shall assure that a mechanism exists for prompt medical director review of cases involving radio delay / failure or potential patient care deficiencies.
- g. Physician shall recommend to the Director of DCEMS the suspension or decertification of personnel found imposing an immediate threat to patient well being.
- h. Physician shall assure that a mechanism exists to educate and remediate prehospital personnel who are found to need improvement in their patient care skills.
- i. Physician shall review draft DCEMS standard operating guidelines and patient care guidelines, and provide feedback in a timely manner.
- j. Physician shall participate in continuing educational opportunities with the prehospital personnel.
- k. Other medical duties as mutually agreed upon with the Director of EMS.

**DelComm Physician Medical Director:**

- a. Physician shall be qualified to practice medicine in the State of Ohio. This Agreement is expressly subject to successful maintenance of licensure, and such membership and privileges, as may be applicable to Physician providing service hereunder.
- b. Physician shall evaluate and seek to improve the quality of telephone pre-hospital care.
- c. Physician shall review call records and critique with 9-1-1 personnel as needed.
- d. Physician shall assure that a mechanism exists to evaluate skills competency of emergency medical

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dispatch personnel of Delaware County 911.

- e. Physician shall report deficiencies or opportunities to improve dispatch life support care to the Director of Emergency Communications
- f. Physician shall assure that a mechanism exists for prompt medical director review of cases involving radio delay / failure or potential patient care deficiencies.
- g. Physician shall recommend to the Director of Delaware County 911 the suspension or decertification of personnel found imposing an immediate threat to patient well being.
- h. Physician shall assure that a mechanism exists to educate and remediate dispatch life support personnel who are found to need improvement in their skills.
- i. Physician shall review Delaware County Emergency Communications standard operating guidelines pertaining to pre-arrival instructions, and provide feedback in a timely manner.
- j. Physician shall participate in continuing educational opportunities with the dispatch life support personnel.
- k. Other medical duties as mutually agreed upon with the Director of Emergency Communications.

**2. Term** - This Agreement shall become effective on July 18, 2011 and shall terminate 365 days after the commencement of the term. After the original term, this Agreement shall automatically renew in successive one (1) year terms unless either party provides written notice of intent not to renew at least ninety (90) days prior to the expiration of the then current term.

**3. Compensation** - In consideration of the services to be rendered by Physician pursuant to this Agreement, Delaware County shall pay to PHCS an annual rate of fifteen thousand dollars (\$15,000.00).

**4. Insurance** - PHCS shall provide and maintain professional liability insurance coverage for Physician with total limits of \$1 million per claim and \$ 3 million aggregate coverage per year ("Professional Liability Insurance"), and upon written request PHCS will provide a certificate of such Professional Liability Insurance to Delaware County. PHCS shall be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the term of this Agreement; and upon the expiration or cancellation of the insurance, PHCS shall purchase, or arrange for the purchase of, either (i) an extended reporting endorsement ("Tail Coverage"); (ii) "Prior Acts" coverage from a new insurer with a retroactive date on or prior to the date PHCS began performing services pursuant to this Agreement, or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall be kept and maintained without cost or expense to Delaware County.

**5. Termination** - This Agreement shall be terminated upon the happening of any of the following events:

- a. By either party, upon thirty (30) Days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect; or
- b. By Delaware County, immediately upon written notice to Physician, in the event of: (i) the limitation, suspension, or loss of the Physician's medical license or (ii) the conviction of Physician of any felony or offence involving moral turpitude.
- c. In the event this Agreement is terminated at any time during its term, the parties shall not enter into a substitute agreement that contains a material change to any of the provisions of this Agreement, within one (1) year of the commencement date of this Agreement.
- d. Notwithstanding the above, either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

**6. Severability** - In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

**7. Construction of Agreement** - The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against PHCS, Physician or Delaware County. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.

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**8. Assignments Prohibited** - Nothing in the Agreement shall be construed to permit assignment by Delaware County or Physician of any rights or duties under this Agreement and such assignment is expressly prohibited.

**9. Hold Harmless** - PHCS agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto Delaware County.

Delaware County similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto PHCS and Physician.

**10. Notice** - Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by US certified mail, return receipt requested, postage prepaid, to the party's principal office, which are as follows:

Delaware County Commissioners  
101 N. Sandusky St., Delaware, Ohio 43015

Premier Health Care Services  
332 Congress Park Drive, Dayton, OH 45459

**11. Entire Agreement; Amendments; No Waiver** - This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**12. Equal Opportunity** - The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor there any such discrimination in the employment practices and personnel policies of either party.

**13. Government Access to Records** - In accordance with 42 U.S.C Section 1395x (v) (I) and 42 C.F.R. Section 402.300-402.304, PHCS agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between PHCS and Delaware County, and to such PHCS' books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives.

**14. Authority** - The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.

**15. Confidentiality** - Neither party to this Agreement nor their employees or agents shall disclose to any unauthorized person any confidential information received in the course of the association created through this agreement, unless as otherwise required by the Ohio Public Records Act, R.C. 149.43 (A)(1).

**16. Remedies** - All claims, counterclaims, disputed and other matters in question between Delaware County and PHCS arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Delaware County, Ohio. This Agreement shall be interpreted under the laws of the State of Ohio.

**17. Homeland Security** - PHCS certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. Pursuant to R.C. §2909.33, PHCS agrees to make such certification by completing the declaration of material assistance/nonassistance described in §2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**18. Prior Agreements** - All prior agreements by and between PHCS and Delaware County for Physician Medical Director Services are hereby terminated and superseded by this Agreement.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

**RESOLUTION NO. 11-744**

**IN THE MATTER OF AUTHORIZING AN INCREASE TO A PROCUREMENT CARD:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

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WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the increase to 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:

Appointing Authority:	Board of Commissioner
Office/Department:	Facilities Management
Control Group	A130
Daily spending per card:	\$4,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$4,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card: Jack Prim

FURTHER BE IT RESOLVED, that Anna Adkins is named the Procurement Card Coordinator for the Department.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-745

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER  
PREVENTION OFFICE PROGRAM STATUS REPORT FOR THE FIRST HALF OF 2011:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Report of DKMM District Funds Spent

REPORT July 15, 2011  
CRLPO: Delaware Board of Commissioners (Delaware County General Health District)  
DATE OF REPORT: January 1, 2011 through June 30, 2011

AMOUNT OF FUNDS RECEIVED	\$43,750.00
APPROVED CARRYOVER BALANCE (2010)	<u>\$ 5,409.56</u>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$49,159.56</b>

EXPENDITURES:

Salaries	\$__15,133.65__
Fringe Benefits	\$__ 7,308.06__
Contracts	\$ _____
Advertising	\$ _____
Equipment	\$ _____
Travel	\$__ 206.62__
Supplies	\$ _____
Awards/Recognition	\$ _____
Other (Explain)	\$__ 42.69 (11.02 copies, 31.67 LD Phone)

TOTAL EXPENDITURES \$22,691.02

**FUND BALANCE \$26,468.54**

2011 DKMM First Half Report  
Keep Delaware County Beautiful, Delaware General Health District  
Submitted by Jenifer Way-Young, Coordinator

Recycling Drop Offs

- Worked with DKMM to move the Sunbury drop off from the old IGA site to Vineyard Church
- Worked with DKMM to design and place a sign informing residents that the Sunbury drop off was moved to the Vineyard Church

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- Worked with Sims in January to provide early recycling pick up service to 13 sites; Called (Rumpke) in 6 early service requests in February, 5 in March, 7 in April, 6 in May and 10 in June
- Worked with Rumpke and DKMM to address labeling issues on the new drop off containers
- Made two trips to the Sunbury drop off location to pick up and dispose of illegally dumped vanity and hot tub cover

Household Hazardous Waste Program

- Assisted DKMM with flyer design
- Began distributing flyers in Delaware County, flyers were also distributed at the Big Walnut Community Open House, Council For Older Adults Summer Fest, and the Powell Festival

Appliance Round Up Program

- Held the Appliance Drop Off on May 14, 2010 from 8 a.m. to Noon at Sims Recycling, 65 London Rd., Delaware; 39 vehicles dropped off 800 pounds of paper, 2,225 pounds of appliances, and 2,059 pounds of computers
- Scheduled senior residents for March and April pick ups
- The Senior Appliance and Computer Pick Up has reached 92 households; 104 (13,000 pounds) appliances and 54 computers I computer peripherals were collected. An additional 21 households are scheduled for July pick up.

Education and Awareness Program

- Conducted Windows On Waste Teacher Workshop with Delaware Environmental Education Partnership and Keep Columbus Beautiful; 8 teachers attended
  - YMCA / Liberty Township Health Fair; provided display and recycling information
  - Attended Delaware General Health District's District Advisory Council Meeting - distributed fee waiver requests to political subdivisions
  - Attended Earth Day at the Columbus Zoo
  - Provided 11 Vermicomposting presentations to 295 Oak Creek, Johnnycake Corners, Buckeye Valley East and Alum Creek Elementary students
  - Provided 15 Recycling presentations to 650 Walnut Creek, Indian Springs, and Souders Elementary and Big Walnut High School
  - Provided 9 Paper recycling presentations to 183 Buckeye Valley East, Willis Intermediate, Buckeye Valley Middle and St. Mary's students
  - Held Keep Delaware County Beautiful Coalition Meeting
  - Worked with PIO to provide news releases regarding the Sunbury drop off location move, the Great American Clean Up, and the Senior Citizen Appliance Pick Up, Public Health Week Open House, and the Morrow County Hazardous Waste Day
  - Worked with Delaware County to update recycling on Commissioner's website
- Commercial/Institutional Sector Technical Assistance
- Assisted DKMM with updating survey list and connected DKMM with Delaware County Development Director for distribution
  - Provided 6 cardboard can/bottle recycling boxes to Olentangy Schools Administration
  - Provided 12 classroom bins to Dempsey Middle School
  - Provided a Can Pactor and desk side paper bins to Del Co Water
  - Assisted with planning of Waste Workshops for businesses
- Annual District Surveys
- Assisted DKMM with updating survey list and connected DKMM with Delaware County Development Director for distribution

Annual Commercial Industrial Sector Recognition Program No activity at this time.

Additional Responsibilities

- Handled 695 recycling and Jitter prevention calls
- Responded to 25 e-mails with information requests from residents and businesses. • Applied for and received two grants from the Association of Ohio Recyclers for 175 recycling bins. The bins were distributed to Rosecrans Elementary School, the Andrews House and Carlisle Elementary School; 75 bins will be distributed to the new Big Walnut Middle School in July.
- Arranged for reduced price transfer station fee waivers for political subdivisions and free fee waivers for river clean ups
- Worked with volunteers and community groups providing supplies, etc. for the Great American Clean Up
- Assisted with the Olentangy River Sweep
- Completed Great American Clean Up Report (415 volunteers, 11,620 pounds of litter collected)
- Completed Ohio Department of Natural Resources Litter Clean Up deliverables and Report

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

**RESOLUTION NO. 11-746**

**A RESOLUTION SUPPORTING CERTIFICATION OF COLUMBUS2020’S COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY AND DESIGNATION OF THE REGION AS AN**

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ECONOMIC DEVELOPMENT DISTRICT BY THE U.S. ECONOMIC DEVELOPMENT  
ADMINISTRATION, U.S. DEPARTMENT OF COMMERCE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, Columbus2020 is a public-private partnership designed to leverage the central Ohio region's world class research and academic institutions and diverse industries to become the fastest growing economy in the country and one of the leaders in economic development; and

WHEREAS, through Resolution 11-84, Delaware County invested in the Columbus2020! partnership through membership in the Mid Ohio Development Exchange (MODE), a regional economic development organization; and

WHEREAS, eligibility for certain U.S. Economic Development Administration (US EDA) funds requires a certified Comprehensive Economic Development Strategy (CEDS); and

WHEREAS, designation as an Economic Development District by the U.S. Economic Development Administration requires a certified CEDS; and

WHEREAS, ‘Columbus2020!: The Region’s Economic Development Plan’ serves as the baseline document for development of the region’s CEDS. Once the CEDS is completed by Columbus 2020! staff and membership (U.S. EDA certification guidelines available at [www.eda.gov/PDF/CEDSFlyer081706.pdf](http://www.eda.gov/PDF/CEDSFlyer081706.pdf)), approved by the Columbus2020! Board, submitted to U.S. EDA, and certified by US EDA, the certified CEDS will bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen regional economies. The CEDS will analyze the regional economy and serve as a guide for establishing regional goals and objectives, developing and implementing a regional plan of action, and identifying investment priorities and funding sources. The CEDS will integrate the region's human and physical capital planning in the service of economic development. This integrated economic development planning will provide the flexibility to adapt to global economic conditions and fully utilize the central Ohio region's unique advantages to maximize economic opportunity for its residents by attracting the private investment that creates jobs for the region's residents. The CEDS will be the result of a continuing economic development planning process developed with broad-based and diverse public and private sector participation, and set forth the goals and objectives necessary to solve the economic development problems of the region and clearly define the metrics of success. Finally, the CEDS will provide a useful benchmark by which a regional economy can evaluate opportunities with other regions in the national economy; and

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

Section 1: Certification of Columbus2020!’s CEDS by the U.S. Economic Development Administration is supported.

Section 2: Designation of the Columbus2020! central Ohio region as an Economic Development District, five of which currently exist in Ohio, is supported.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Nay

RESOLUTION NO. 11-747

IN THE MATTER OF APPROVING A 2011 MARKET DEVELOPMENT GRANT AGREEMENT  
BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OHIO MULCH SUPPLY, INC.  
FOR THE PURPOSE OF IMPLEMENTING A FOOD SCRAP COMPOSTING / RECYCLING  
MARKET DEVELOPMENT PROJECT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

2011 Market Development Grant Agreement  
Delaware County Commissioners

This Agreement is made and entered into by and between the Delaware County Commissioners, hereinafter referred to as the “County”, and Ohio Mulch Supply, Inc. hereinafter referred to as the “Cooperating Enterprise”.

WITNESSETH THAT:

WHEREAS, the Cooperating Enterprise, as authorized under Ohio Revised Code (ORC) Chapter 1502 has applied through the County to the Department of Natural Resources, Division of Recycling and Litter Prevention, hereinafter referred to as the Department, for grant funding to implement a 2011 Market Development Grant, hereinafter referred to as the 2011 MDG, and as detailed in the Cooperating Enterprise’s 2011 MDG Application and Attachment A of this Agreement; and,

WHEREAS, the County and Department have previously entered into an Agreement to receive a grant award and

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administer the provisions of the 2011 MDG; and,

WHEREAS, the Cooperating Enterprise is eligible to enter into Agreement with the County to implement said grant; and,

WHEREAS, MDG funds in the amount of \$ 250,000.00 have been encumbered by of the State of Ohio are subject to the provisions of O.R.C. § 126.07 for the County to fulfill this agreement.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

I. That the County hereby awards to the Cooperating Enterprise a grant not to exceed \$250,000.00 for the purpose of implementing a Food Scrap Composting / Recycling Market Development project detailed in the Cooperating Enterprise's application, with allowable costs broken down as specified in the Approved Grant Budget included as Attachment A, which are both hereby made a part of this Agreement. Any grant-related expenditure made by the Cooperating Enterprise for items not part of the approved budget, any unapproved revisions to the approved budget, prior to the execution and effective date of this Agreement, or costs in excess of amounts specified in the approved budget shall not be reimbursed by the County. The Cooperating Enterprise agrees to maintain and expend the required match, detailed in the Cooperating Enterprise's application.

II. That the County shall pay to the Cooperating Enterprise from its original total grant award, a sum of money in the amount of fifty percent (50%) of its total grant award, payable in installments related to eligible equipment purchase invoices, to be used for program costs according to the Cooperating Enterprise approved application. The remaining fifty percent (50%) shall be held by the County for reimbursement at the time of close-out, if necessary. All grant funds not expended or obligated by the termination date of this Agreement shall be returned to the Department within forty-five (45) days of notification of close-out by the County. The Cooperating Enterprise shall provide funds to operate the program until the first payment is received and any time during the grant period that expenditures exceed the amount of funds advanced by the Department to the County.

III. The Cooperating Enterprise shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Cooperating Enterprise shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

IV. The Cooperating Enterprise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Furthermore, the Cooperating Enterprise agrees to comply with all pertinent provisions of ORC Section 125.111 and the Drug Free Workplace Act.

V. The Cooperating Enterprise shall, in all solicitations or advertisements for employees placed by or on behalf of the Cooperating Enterprise, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.

VI. The Cooperating Enterprise shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Cooperating Enterprise shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.

VII. Upon the Cooperating Enterprise's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Cooperating Enterprise may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.

VIII. The Cooperating Enterprise certifies that neither the Cooperating Enterprise nor its employees are public employees of the Department under federal and state law for tax, Workers' Compensation, and retirement deduction purposes and that the Cooperating Enterprise has Workers' Compensation Coverage.

IX. The Cooperating Enterprise shall carry out and administer the project according to all applicable federal, state, and local laws and regulations, and the terms of this Agreement, as outlined in the Department's 2011 MDG Application and Manager's Manual. The Cooperating Enterprise shall also submit a one-time One Thousand Dollar (\$1,000) administrative fee to the County for the County's costs in administering the grant. The administrative fee shall not be paid from grant funds.

X. The Department shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Cooperating



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Enterprise shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, the Cooperating Enterprise will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

XI. The Cooperating Enterprise affirmatively represents and warrants to the Department and County that it is not subject to a finding for recovery under ORC 9.24 or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The Cooperating Enterprise agrees that if this representation or warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by County hereunder immediately shall be repaid to County, or an action for recovery immediately may be commenced by County for recovery of said funds.

XII. The Cooperating Enterprise by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The Cooperating Enterprise understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

XIII. Implementation of the approved 2011 MDG project as outlined in the Cooperating Enterprise's 2011 MDG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or July 1, 2011, whichever is later. The Department shall not be responsible for any costs incurred by the Cooperating Enterprise prior to the effective date of this Agreement.

XIV. This Agreement shall remain in effect until June 30, 2013. The Department reserves the rights at any time after execution of this Agreement, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Cooperating Enterprise. In the event of such termination, the Cooperating Enterprise will be paid for approved expenditures incurred and for any noncancellable obligations properly incurred by the Cooperating Enterprise prior to termination.

XV. The Cooperating Enterprise reserves the right, at any time after execution of this Agreement, to terminate the program, in whole or in part, upon written notification to the Department. In the event of such termination, the Cooperating Enterprise shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVI. All unspent funds and unallowed expenditures shall be returned to the Department within forty-five (45) days of receiving notification of any termination. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Cooperating Enterprise agrees to pay the Department all costs the Department incurs for delinquent collections by the Attorney General's office.

XVII. The Cooperating Enterprise affirms to have read and understands Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Cooperating Enterprise also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Cooperating Enterprise or its Subgrantees under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States. If Cooperating Enterprise or any of its Subgrantees perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Cooperating Enterprise or any of its Subgrantees perform any such services, Cooperating Enterprise shall immediately return to the State all funds paid for those services. The State may also recover from the Cooperating Enterprise all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Cooperating Enterprise performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Cooperating Enterprise. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of One Hundred Percent (100%) plus costs of the value of the Contract. The State, in its sole discretion, may provide written notice to Cooperating Enterprise of a breach and permit the Cooperating Enterprise to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Cooperating Enterprise any costs associated with acquiring those substitute services. Notwithstanding the State permitting a period of time to cure the breach or the Cooperating Enterprise's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Cooperating Enterprise performed outside of the United States, costs associated with corrective action, or liquidated damages. The Cooperating Enterprise will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract,

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without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

XVIII. That the Cooperating Enterprise shall implement such a program and manage such grant funds according to the following Standard Conditions for 2011 MDGs:

A. Use of Grant Funds

1. Grant funds shall be used only for the purposes and a project covered by the Cooperating Enterprise's approved application and budget.
2. Grant funds shall not, without prior written County approval, be obligated after the termination date of the grant period.
3. Grant funds shall not be used to supplant or to replace any existing funding for recycling market development projects.
4. Grant funds shall not be used for to cover costs excluded under O.R.C. Chapter 1502, the 2011 MDG Application Handbook, and the Grant Manager's Manual.

B. Grant Revisions

The Cooperating Enterprise shall obtain prior written County approval for any significant revision of approved projects and/or revisions to the Approved Budget. Grant Revision Requests shall be prepared in a format determined by the County. Costs incurred by the Cooperating Enterprise for items not part of the Approved Budget, any unapproved revisions to the Approved Budget, or costs in excess of amounts specified in the Approved Budget shall not be reimbursed.

C. Financial Management

1. The Cooperating Enterprise shall create a separate account for grant funds received through this Agreement and for cash donations received that qualify for the donor credit allowed by ORC § 5733.064. All interest earned on the separate account shall be deposited into the separate account. The Cooperating Enterprise shall submit all appropriate financial documents, including shipping receipt documents, invoices, contracts, and term reports, prior to the transfer of any grant funds.
2. The Cooperating Enterprise shall establish fiscal control and accounting procedures which follow the procedures set forth in the 2011 MDG Grant Manager's Manual and which will assure proper disbursement of, and accounting for, all grant funds. This responsibility applies to all third party agreements and contracts. Accounting procedures shall provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Adequate controls must be established to assure that expenditures charged to grant projects are allowable and that documentation is readily available to verify the accuracy of these charges, including all purchase and charge receipts. The Cooperating Enterprise shall keep all appropriate records to provide an audit trail for all expenditures. Accounting records must be maintained for five (5) years or be consistent with the County's government records retention schedule, whichever is longer.
3. The Cooperating Enterprise shall follow its own internal procurement procedures under this Agreement. However, a written agreement is required between the Cooperating Enterprise and the equipment/service provider for purchases greater than \$3,000 paid for with grant funds. The written agreement must be fully executed before the purchase of any equipment and a copy shall be retained in the Cooperating Enterprise's financial records for audit purposes.
4. The Cooperating Enterprise shall submit a Financial Summary in accordance with the procedure established by the County. This summary shall be in a format and contain such information as determined by the County and as outlined in the 2011 MDG Application Handbook and Grant Manager's Manual.
5. The Cooperating Enterprise shall document all cash donations received for its Food Scrap Composting / Recycling market development program as to the amount, name and address of the donor, and the date each donation was received. The Cooperating Enterprise shall use cash donations received for tax credit purposes pursuant to ORC § 5733.064 for any purpose identified under ORC § 1502.03, and in a manner consistent with the same. Said donations may be used any time during or after the effective date of the grant award.

D. Cooperating Enterprise Agreements (Subgrants and Contracts)

1. The Cooperating Enterprise shall enter into a contract with any approved Subgrantee or Contractor in order to expend grant dollars for eligible purposes as identified in its approved budgets. Where they have not been so specified, the Cooperating Enterprise shall obtain prior written approval from the County before awarding any contract or subgrant. The County reserves the right to disapprove such awards if they are determined to be inconsistent with the approved budgets.

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2. The Cooperating Enterprise shall retain ultimate responsibility for the grant program and its administration including the submission of all required reports and documents. Cooperating Enterprises and Subgrantees and Contractors shall be bound by these conditions and all other grant conditions applicable under this Agreement in the conduct of the approved program, including the County's right of access to and inspection of any related records, books, and facilities, and the use and disposition of any funded equipment.

3. The Cooperating Enterprise shall assure that the establishment of its Food Scrap Composting / Recycling market development program by its Class II Composting Operation complies with the following. The Cooperating Enterprise shall:

- a. have available suitable land or property in or on which to operate, and have obtained or be in the process of obtaining any necessary licenses, permits, or inspections required by an agency of the federal government of the United States, the State of Ohio, the County, municipal corporation, county or township; and
- b. have a detailed business plan for the operation of the enterprise that includes among other things a detailed listing of the full range of materials that will be accepted; and
- c. have a plan for marketing recycled materials it collects or processes, or finished products it manufactures from recycled material; and

**E. Grant Funded Equipment Records, Use and Disposition**

1. The Cooperating Enterprise shall maintain records for each piece of equipment costing greater than \$3000 and acquired through this grant. These records shall be in the format outlined in the 2011 MDG Manager's Manual and shall be maintained for three (3) years from the date the Cooperating Enterprise receives said equipment. Upon request, they shall be made available to the County for inspection.

2. During the three (3) year period from the date the Cooperating Enterprise or contractor receives any equipment costing greater than \$3,000, the Cooperating Enterprise or any contractor shall not convert said equipment to uses other than those originally approved by the County, shall not transfer said equipment without cost, and shall not sell said equipment without written approval of the County. If for any reason during said three (3) year period the Cooperating Enterprise finds that such equipment is no longer needed for its originally approved use, the Cooperating Enterprise shall notify the County in writing of such finding. With written approval of the County, the Cooperating Enterprise may convert said equipment to a use other than that originally approved, transfer said equipment without cost or sell said equipment. For conversions or sales made during said three (3) year period, the Cooperating Enterprise shall repay to the County any funds granted by the County for the originally approved purchase of said equipment. The Cooperating Enterprise shall repay these funds within forty-five (45) days of the approved conversion or sale of said equipment according to the following repayment schedule:

- a. If such conversion, transfer or sale is made within one (1) year of the date the Cooperating Enterprise received said equipment, the Cooperating Enterprise shall repay to the County ninety percent (90%) of any expended funds granted by the County for the originally approved purchase of said equipment.
- b. If such conversion, transfer or sale is made during the second (2nd) year after the date the Cooperating Enterprise received said equipment, the Cooperating Enterprise shall repay to the County seventy percent (70%) of any expended funds granted by the County for the originally approved purchase of said equipment.
- c. If such conversion, transfer or sale is made during the third (3rd) year after the date the Cooperating Enterprise received said equipment, the Cooperating Enterprise shall repay to the County fifty percent (50%) of any expended funds granted by the County for the originally approved purchase of said equipment.

3. Following the third (3rd) year after the date the Cooperating Enterprise received said equipment, the Cooperating Enterprise may dispose of said equipment with the approval of the County.

4. The County reserves the right to make exceptions to the equipment disposition requirements and repayment methods set forth in Section IV, Subsection E, of this Agreement provided the terms of such exceptions are mutually agreed to in writing by the County, Department and the Cooperating Enterprise. At no time during this period shall the equipment be moved outside the jurisdictional boundaries of the County without the express written permission of the County.

5. The Cooperating Enterprise shall ensure that each piece of equipment acquired through this grant shall bear an approved Department logo and acknowledgment that the equipment was acquired through the grant.

**F. Insurance, Licenses, Permits and Inspections**

The Cooperating Enterprise shall maintain sufficient insurance on any property for which grant funds have been expended to improve the property site or to help re-establish the physical plant of the operation in case of fire, theft, or other destructive occurrence. Furthermore, the property shall be maintained in compliance with all

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directives given by health, safety, and fire officials resulting from the regular or special inspections by said agencies. The Cooperating Enterprise shall also maintain insurance in an amount sufficient to cover the replacement value of any grant-funded equipment. The Cooperating Enterprise shall obtain any necessary licenses, permits, or inspections required by any agency of the federal government of the United States, the State of Ohio, Municipal Corporation, county, and township.

The Cooperating Enterprise agrees to indemnify and hold the County, its elected officials, officers, employees, and agents harmless against all actions, claims, demands, judgments, damages, losses, and expenses, including but not limited to attorney’s fees, arising from any accident, occurrence, or violation of any law or regulation arising from this Agreement, to the extent caused by the Cooperating Enterprise.

G. Reporting

The Cooperating Enterprise shall monitor and report program performance for all grant-supported projects to assure that time schedules are met, projects are accomplished, funds are properly expended and other performance objectives are met. The Cooperating Enterprise shall submit reports as required to the County. These reports shall be in the formats determined by the Department and as outlined in the 2011 MDG Manager’s Manual.

H. Site Visits

The Department and County reserve the right to conduct site visits with the Cooperating Enterprise and any Contractor as arranged between the respective parties. The visits will be conducted to review program progress, visually inspect activity performance, discuss any difficulties encountered in project implementation, receive any recommendations or requests for project changes, conduct audits, examine inventory, or to consider anything else mutually beneficial to program implementation.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the Delaware County Administrator and the Cooperating Enterprise. The effective date of this Agreement shall be that the same as the Agreement between the Department and the County, July 1, 2011.

County: Delaware County Board of Commissioners  
Cooperating Enterprise: Ohio Mulch Supply, Inc.  
Award: \$250,000.00

ATTACHMENT A – APPROVED GRANT BUDGET

Applicant: Delaware County Commissioners  
Cooperating Enterprise: Ohio Mulch Supply, Inc.

PROJECT BUDGET		Grant Funds	Match Funds	Total Cost
Project Type: Organics/Food Scrap Composting		Requested	Committed	
Equipment	Horizontal Grinder, Wheel Loader and Skid Steer Loader	\$ 250,000	\$ 259,000	\$509,000
Other	NONE	\$0	\$0	\$0
Personal Services Contract	NONE	\$0	\$0	\$0

Further Be It Resolved, that the Board of Commissioners approve the following:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1105112	OHIO MULCH SUPPLY	ODNR GRANT	22011503 - 5365	\$250,000.00	0001

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-748

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR  
OLENTANGY FALLS SECTION 2:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following Sanitary Subdivider’s agreement:

Olentangy Falls Section 2

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

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THIS AGREEMENT executed on this 18<sup>th</sup> day of July 2011, by and between ROCKFORD HOMES, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the OLENTANGY FALLS, SECTION 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$139,000.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of **\$4,000.00** for each single family residential for **20** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Olentangy Falls, Section 2 all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$91,391.00**) 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 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 SANITARY ENGINEER.

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

The SUBDIVIDER shall indemnify and save harmless the County, Townships 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 any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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.

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 public improvements within this Subdivision.

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.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$3,198.65** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$7,800.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. 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 accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1,000.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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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.

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.

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 same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of 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 said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements, if applicable.

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 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 hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

**OLENTANGY FALLS SECTION 2 SUBDIVISION PLAT:**

At the time of platting Olentangy Falls, Section 2, the County shall require the following be completed prior to signing the plat:

- (1) the COUNTY shall inspect sewers located in Olentangy Falls, Section 2 and shall require the SUBDIVIDER to complete all necessary improvements to bring those sewers into compliance with the current standards.
- (2) the SUBDIVIDER shall pay to the DELAWARE COUNTY SANITARY ENGINEER fifty percent (50%) of the capacity charges then in effect for each single family residential connection shown on the plat.
- (3) the SUBDIVIDER shall provide a five (5) year maintenance Bond, or other approved financial warranties, for the sewers in Olentangy Falls, Section 2.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 11-749**

**IN THE MATTER OF AUTHORIZING MAYS CONSULTING & EVALUATION SERVICES, INC.,  
TO PROCEED WITH PHASE 2 OF THE ALUM CREEK WRF ROOF SYSTEM EVALUATION:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, on January 24, 2011, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 11-86, approving an agreement with Mays Consulting & Evaluation Services, Inc. ("Mays") for the Alum Creek Water Reclamation Facility Roof System Evaluation; and

WHEREAS, the agreement specifies that the evaluation shall consist of two phases and that Phase 2 shall not commence unless approved by the Board; and

WHEREAS, based on the preliminary results of the evaluation conducted in Phase 1, the Delaware County Sanitary Engineer recommends authorizing Mays to proceed with Phase 2 of the evaluation;

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

Section 1. The Board hereby authorizes Mays to commence Phase 2 of the Alum Creek Water Reclamation Facility roof system evaluation, pursuant to the agreement dated January 24, 2011.

Section 2. The Board hereby directs the Sanitary Engineer to schedule the Phase 2 evaluations with Mays and, based upon the schedule, to order the commencement of the Phase 2 evaluations.

Vote on Motion    Mr. Stapleton        Aye        Mr. O'Brien        Aye        Mr. Thompson        Aye

RESOLUTION NO. 11-750

IN THE MATTER OF APPROVING CHANGE ORDER # 5 OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENT PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, Fabrizi Trucking and Paving Company is under contract to install the Cheshire Elementary School Sanitary Sewer Improvements; and

Whereas, additional grading and storm drain improvements were determined to be necessary to allow for proper drainage and restoration within the portion of the project along the Mattison's driveway; and

Whereas, the cost of the revised improvements is equal to \$42,425.00, which increases the total price of the contract to \$1,226,819; and

Whereas, staff and the Sanitary Engineer recommend approving Change Order #5 to increase the contract price; and

Whereas, there is not a change in the contract times.

Therefore be it resolved that the Board of County Commissioners approve Change Order #5 for the Cheshire Elementary School Sanitary Sewer Improvements project.

Furthermore be it resolved that the Board of Commissioners approve an increase to the purchase order with Fabrizi Trucking and Paving Company in the amount of \$42,425.00.

Change Order  
No. 5

Date of Issuance: _____		Effective Date: _____
Project: Cheshire Elementary School Sanitary Sewer Improvements	Owner: Delaware County Board of Commissioners	Owner's Contract No.: DCES 10-01
Contract:		Date of Contract:
Contractor: Fabrizi Trucking and Paving Company, Inc.		Engineer's Project No.:
The Contract Documents are modified as follows upon execution of this Change Order:		
Description: Change Order 5 consists of regrading activities along the Mattison driveway-stripping topsoil, importing and compacting clay material in place, installation of new drains, relocation of existing drains. Disturbed areas to be re-topsoiled, seeded, and mulched.		

Vote on Motion    Mr. O'Brien        Aye        Mr. Thompson        Aye        Mr. Stapleton        Aye

RESOLUTION NO. 11-751

IN THE MATTER OF AMENDING THE EXISTING REGIONAL 1A SEWER DISTRICT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Regional 1A Sewer District is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (Alum Creek WRF); and

Whereas, the Delaware County Sewer District completed sanitary sewer improvements known as the Cheshire Elementary School Sanitary Sewer Improvements project which are tributary to the Alum Creek WRF; and

Whereas, these sewer improvements are located outside the existing Regional 1A service area and will expand sanitary sewer service to a larger area; and

Whereas, this larger area is bounded approximately, but not entirely, by Cheshire Road on the south, the railroad

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tracks along Gregory Road to the west, Berlin Station Road to the north and various properties along the west side of Lackey Old State Road to the east; and

Whereas, 2721 Lackey Old State Road and the tributary portion of 2679 Lackey Old State Road are also part of the larger area boundary; and

Whereas, the boundary of the larger area is detailed on a map titled “Cheshire Elementary School Sanitary Sewer Improvements - Service Area Amendment Map” dated July 13, 2011; and

Whereas, the Sanitary Engineer recommends amending the Regional 1A Sewer District to include the larger area as defined above and on the referenced map.

Therefore be it resolved that the Board of County Commissioners amend the existing Regional 1A Sewer District to include the area as defined on the map titled “Cheshire Elementary School Sanitary Sewer Improvements - Service Area Amendment Map” dated July 13, 2011.

(Copies of the Map are available at the Sanitary Engineer’s Department until no longer of administrative value.)

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

**RESOLUTION NO. 11-752**

**IN THE MATTER OF ESTABLISHING CAPACITY FEES FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER SUB-DISTRICT OF THE REGIONAL 1A SEWER DISTRICT:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Regional 1A Sewer District is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

Whereas, the Cheshire Elementary School Sanitary Sewer Sub-District includes all wastewater discharges tributary to and that pass through the Cheshire Elementary School Sanitary Sewer Improvements; and

Whereas, the standard capacity fee shall equal the current Capacity Charge approved by resolution for the Regional 1A Sewer District at the time the fee is paid; and

Whereas, the capacity fee surcharge shall be equal to \$3,050.00 for all new connections on a residential equivalent basis, as determined similar to the standard capacity fee; and

Whereas, the total capacity fee shall be the standard capacity fee plus the surcharge and shall be collected in the following manner:

- a. Prior to platting of proposed development, the Developer shall pay the County the capacity fee surcharge in full and one-half of the standard capacity fee.
- b. The remaining one-half of the standard capacity fee shall be paid prior to connection.

Whereas, the Sanitary Engineer recommends establishing this capacity fee to recover capital improvement expenditures.

Therefore, be it resolved that the Board of County Commissioners establish the capacity fee for the Cheshire Elementary School Sanitary Sewer Sub-District as the current Capacity Charge plus a surcharge of \$3,050.00 for all new connections on a residential equivalent basis.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

**RESOLUTION NO. 11-753**

**IN THE MATTER OF ESTABLISHING CAPACITY FEES FOR THE CHESHIRE PUMP STATION SUB-DISTRICT OF THE REGIONAL 1A SEWER DISTRICT:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Regional 1A Sewer District is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

Whereas, the Cheshire Pump Station Sub-District includes all wastewater discharges tributary to and that pass through the Cheshire Pump Station; and



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Whereas, the standard capacity fee shall equal the current Capacity Charge approved by resolution for the Regional 1A Sewer District at the time the fee is paid; and

Whereas, the capacity fee surcharge shall be equal to \$2,600.00 for all new connections on a residential equivalent basis, as determined similar to the standard capacity fee; and

Whereas, the total capacity fee shall be the standard capacity fee plus the surcharge and shall be collected in the following manner:

- a. Prior to platting of proposed development, the Developer shall pay the County the capacity fee surcharge in full and one-half of the standard capacity fee.
- b. The remaining one-half of the standard capacity fee shall be paid prior to connection.

Whereas, the Sanitary Engineer recommends establishing this capacity fee to recover capital improvement expenditures.

Therefore, be it resolved that the Board of County Commissioners establish the capacity fee for the Cheshire Pump Station Sub-District as the current Capacity Charge plus a surcharge of \$2,600.00 for all new connections on a residential equivalent basis.

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-754

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

The Director of 911 Communications recommends Leave-With-Out-Pay for Kathleen Coy for a period not to exceed August 19, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve Leave-With-Out-Pay for Kathleen Coy for a period not to exceed August 19, 2011.

Vote on Motion   Mr. Thompson      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-755

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE JAIL EXPANSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Transfer of Appropriation		
From	To	
41411434-5301	41411434-5410	\$ 10,000.00
Jail Expansion/Professional Services	Jail Expansion/Capital Improvement	

Vote on Motion   Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Thompson      Aye

Commissioners' Committees Reports

Welcome To Teri Morgan New Communications And Employee Relations Manager

- Commissioner O'Brien
- Report On The Family Children's First Meeting
  - Article In Today's Columbus Dispatch On The Central Ohio Youth Center
  - On Tuesday Morning Will Attend A DKMM Policy Meeting
  - On Tuesday Afternoon There Is A Full DKMM Board Meeting

- Commissioner Thompson
- At Tuesday's Full DKMM Board Meeting Might Address Director's Salary, Cannot Support A Raise At This Time.
  - OWU Football Practice
  - Joint Board Of Revisions Meeting Later Today With Franklin County
  - Heart Of Ohio Resources

Commissioner Stapleton

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- Attended A MORPC Meeting Last Thursday
- Has A Meeting With A Nonprofit; Will Report On Later
- Would Like To Invite Schools To The Work Session On Monday For The School Resource Officers Contracts
- Bed Tax Issues

RESOLUTION NO. 11-756

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:40AM.

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-757

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adjourn out of Executive Session at 11:55AM.

Vote on Motion   Mr. Thompson      Aye      Mr. Stapleton      Absent   Mr. O'Brien      Aye

*Due to a prior commitment, Commissioner Stapleton was absent for the adjourning of executive session.*

There being no further business, the meeting adjourned.

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Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

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