

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 2, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

1:30 PM Viewing For Consideration Of The Haven’s 503 Drainage Improvement Petition

RESOLUTION NO. 14-617

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 29, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 29, 2014; 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 Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-618

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0530 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Henry P Thompson	Pump for Concord	66211906-5450	\$ 9,254.00
PR			
Number	Vendor Name	Line Description	Line Account Amount
JOB AND FAMILY SERVICES			
R1403365	CALLOS CO, THE	SUMMER YOUTH PROGRAM	22411601-5301 \$85,000.00
R1403569	DELAWARE AREA CAREER CENTER	ABLE CONTRACT AMENDMENT	22411601-5348 \$24,280.02
ENVIRONMENTAL SERVICES			
R1403992	MAYS CONSULTING & EVALUATION SVS INC	ALUM CREEK ROOF SYSTEM REPLACEMENT PROFESSIONAL SERVICES	66611904-5301 \$104,562.50
PERMANENT IMPROVEMENT			
R1404022	HILLS BLACKTOP INC	JAIL - SEAL COAT AND STRIPING	40111402-5328 \$9,435.00
R1404019	HILLS BLACKTOP INC	EMS 1 - REMOVE AND REPLACE ASPHALT	40111402-5328 \$12,608.00
R1404018	HILLS BLACKTOP INC	EMS 3 - ASPHALT GRIND AND SEAL COAT	40111402-5328 \$19,440.00
R1404021	HILLS BLACKTOP INC	EMS 6 - SEAL COAT	40111402-5328 \$7,667.00

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

RESOLUTION NO. 14-619

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Leslie Owens attend the meeting with the State Office of Child Support in Columbus, Ohio on June 25, 2014 at no cost.

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

RESOLUTION NO. 14-620

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR PANERA BREAD BAKERY CAFÉ:

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

WHEREAS, on May 13, 2014, a Ditch Maintenance Petition for Panera Bread Bakery Cafe was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Panera Bread Bakery Cafe located off of Fourwinds Court in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$34,869.54. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 3.17 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$10,995.85 per acre. An annual maintenance fee equal to 2% of this basis (\$220.00) will be collected for each acre of developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$697.40 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 14-621

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien 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:

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Permit #	Applicant	Location	Type of Work
U14-032	Ohio Edison	Radnor Road	Upgrade existing line
U14-033	Bright Energy	Lott & Olive Green Roads	Install gas mains
U14-034	Time Warner Cable	Taylor Way Drive	Directional bore road
U14-035	Time Warner Cable	Home Road	Bore road

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

RESOLUTION NO. 14-622

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE
ENGINEER’S OFFICE:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following;

Supplemental Appropriations

29214009-5285	Salt	\$65,000.00
29324006-5285	Salt	\$96,971.59
40940430-4530	Ross Road Bridges / State Grants A	\$180,000.00
40940430-5425	Ross Road Bridges / Bridge & Culvert Construction	\$180,000.00

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

RESOLUTION NO. 14-623

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER
CENTER FOR THE ADULT BASIC LITERACY EDUCATION (ABLE) PROGRAM:

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

Whereas, the Director of Job & Family Services recommends approval of the following amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following First Amendment To The Contract With The Delaware Area Career Center For The Adult Basic Literacy Education (ABLE) Program.

First Amendment to Contract
Adult Basic Literacy Education Program Services

This First Amendment of the Contract For Adult Basic Literacy Education Program (“ABLE”) services is entered into this 2nd day of June, 2014 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter “DACC”) whose South campus address is 4565 Columbus Pike (US 23), Delaware, Ohio 45015 (hereinafter singly “Party,” collectively, “Parties”).

WHEREAS, the Parties entered into the Contract For ABLE Program Services (hereinafter “Contract”) dated September 30, 2013; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The term of this contract, including applicable appendices, shall be extended for an additional 12 months, inclusive of July 1, 2014 through June 30, 2015.
 - B. Hourly compensation for ABLE instruction will be increased to \$ 36 per hour.
 - C. The budget will be amended for the following line items:
 - (1) Instructional Costs will be increased to a revised total budget amount of \$75,860.00
 - (2) ABLE Off-site copier costs will be increased to a revised total budget amount of \$ 1,260.00

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- (3) Education Incentives will be increased to a revised total budget amount of \$6,900.00.
- (4) Total Budget Costs will be increased to a revised total budget amount of \$84,020.00

D. Clause 4.B , Financial Agreement, Maximum Payment, will be amended as follows:
DACC agrees to accept as full payment for Services rendered in a manner satisfactory to the BOARD, the lesser of the following: (1) The maximum amount of Eighty Four Thousand Twenty Dollars and No Cents (\$ 84,020.00) or (2) the amount of actual expenditures made by DACC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Eighty Four Thousand Twenty Dollars and No Cents (\$ 84,020.00).

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

4. Terms of Contract Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 14-624

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

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

Supplemental Appropriations	Description	Amount
22411605/5450	JFS Administration/Machinery & Equipment (>5,000)	\$ 30,000.00
Vote on Motion	Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye	

RESOLUTION NO. 14-625

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department (“EMS”) to expend county monies for the purchase of one new ambulance vehicle; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new ambulance vehicle for use by Delaware County EMS.

Section 2. The Board hereby declares that the make and model of the vehicle is a 2015 Horton Model 623 Type-1 ambulance, mounted on a Ford F-550 (4x2) chassis from Horton Emergency Vehicles, Inc., at a cost

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not to exceed \$185,039.78.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233, Contract number 800330, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$185,039.78 to Horton Emergency Vehicles, Inc.

Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$4500.00, the purchase and accompanying purchase order for the necessary radio communications equipment from B&C Communications not to exceed \$4000.00, and the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost not to exceed \$675.00.

Section 6. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 14-626

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriations

22911716-5365 Moving Forward Ohio Grant/Grant Related Services \$20,000.00

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

RESOLUTION NO. 14-627

IN THE MATTER OF APPROVING A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR THE FY 2014 CDBG ALLOCATION GRANT FAIR HOUSING PROGRAM:

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board") is a designated subrecipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require a Fair Housing Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The Request for Qualifications/Proposals packet for the Fair Housing Program is hereby approved.

Section 2: The Delaware County Economic Development Director is authorized to advertise for and receive statements of qualifications and proposals on behalf of the Board in accordance with the following Request for Qualifications/Proposals:

REQUEST FOR QUALIFICATIONS/PROPOSALS
Delaware County Community Development Block Grant Program
Formula 2014

Delaware County intends to apply to the Ohio Development Services Agency for funding under the Community Development Block Grant (CDBG) Small Cities Program, a federally funded program administered by the Ohio Development Services Agency.

Delaware County is seeking a firm or firms to administer the FAIR HOUSING PROGRAM portion of the Allocation Grant for the Delaware County service area. RFQ/RFP packets are available at no charge on the Delaware County Board of Commissioners website: www.co.delaware.oh.us/bids. Responses are due **no later than 5:00 p.m. Friday, June 13, 2014** and publically opened Monday, June 16, 2014 at 9:30 a.m. Questions and Responses are to be directed to Ms. Jenna Jackson, Economic Development Coordinator, Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, OH 43015 at 740-833-2107 or via email at jjmackson@co.delaware.oh.us. (This Notice posted in The Delaware Gazette and the Delaware County Board of Commissioners Website.)

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FY2014 Fair Housing Program Administration**

The Delaware County Board of Commissioners request qualification statements and proposals (RFQ/RFP) from qualified non-profit or for-profit professional planning, community development, economic development, and/or other qualified consulting firms to perform necessary functions for its FY2014 Community Development Block Grant (CDBG) Allocation Grant. Scope of work includes and administration and implementation of the Fair Housing activity.

All such proposals must be responsive to the Scope of Services section of this RFQ/RFP and must meet the content of criteria as outlined herein. Responses to this RFQ/RFP will be used to select a qualified firm to perform the required assistance. These services are financed with federal CDBG funds as administered by ODSA.

Since the Delaware County Board of Commissioners is seeking a professional service which may be available from several qualified organizations, the Delaware County Board of Commissioners has elected to follow the competitive negotiation method of procurement as provided in 24 CFR Part 85. Under this method, Delaware County will receive qualifications and proposals from interested parties until the designated date and time listed. The Delaware County Board Commissioners reserve the right to reject any and all proposals and to negotiate various details of the proposals with the parties which submitted them. If the Delaware County Board of Commissioners does negotiate any aspect of the proposals with any of the parties, it will provide all parties an opportunity to negotiate on the same point. The Delaware County Board of Commissioners reserves the right to select the specific issues on which it will negotiate and will not negotiate any issues other than those it selects.

Purpose of Request for Qualifications/Proposals

Delaware County seeks to undertake the administration and implementation of the of the FY2014 Fair Housing activity of the CDBG Allocation Grant. Attention is called to the requirements that all project elements must be submitted in a form which complies with ODSA requirements. Respondents must submit with their proposal a **work plan** outlining how the respondent will address each element of ODSA's requirements as mandated by ODSA and HUD.

Award of contract shall be contingent upon the approval of funding of Delaware County's FY2014 CDBG Allocation Grant Application by ODSA. The contract shall be executed between the selected consultant and the Delaware County Board of Commissioners for a period necessary to complete all Program requirements, but in no case to exceed twenty-eight (28) months. The project work is to be completed by the selected consultant under supervision of Delaware County. All activities shall commence after Environmental Release of Funds (anticipating Fall 2014) and must be completed by October 31, 2016.

The budget amount for the Fair Housing activity is \$6,000.

Content of Qualifications/Proposal

Delaware County will review and evaluate the responses to this RFQ/RFP based on the following content. Responses must address the following factors, which will be used as evaluation criteria for selection.

1. Specialized experience or technical expertise of the firm and its personnel in connection with federal and state program requirements, especially as they related to administrative, financial, and monitoring requirements of the CDBG, HOME, OHTF, and other federal and state programs in the areas of housing, planning, and economic and community development services.
2. Familiarity with federal and state fair housing regulations and experience in performing the required trainings, outreach, and complaint referrals.
3. Past record of performance on contracts with the City of Delaware and/or Delaware County, and other clients, including quality of work, timeliness, and cost control.
4. Capacity of the firm to perform the work within time limitations (taking into consideration the current and planned future workload of the firm) and names and resumes of key staff who will be working on the project.
5. Familiarity of the firm with type of problems applicable to this project and the types of troubleshooting required to address those problems.
6. Date firm established and brief history of the firm.
7. Location of office(s) within the State of Ohio.
8. Project references related to the above areas.
9. A **work plan with cost schedule (including an hourly fee schedule)** which clearly shows costs of the various elements/tasks of the project during the contract period resulting in a total lump sum fee for the

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services during the contract period. The total lump sum fee will include all costs for travel, postage, printing, photographs, and other expenses relating to the completion of the project.

Scope of Services

Specified costs associated with Delaware County’s compliance with the Fair Housing Requirements as outlined in the FY2014 Program Grant Agreement between the Delaware County Board of Commissioners and ODSA, to include:

- 1. Coordination and preparation of appropriate documentation (handouts, brochures, attendance sheets, minutes, etc.) and performance of the required minimum seven (7) training sessions.
- 2. Coordination and preparation of appropriate documentation (brochures, cover letters, site lists, etc.) and performance of the required ten (10) outreach activities.
- 3. Provide instruction, as needed, to Delaware County’s Fair Housing Coordinator regarding the fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- 4. Provide Annual Impediments to Fair Housing Report Analysis.
- 5. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.

Evaluation

Delaware County will evaluate the responses based on a point system and resulting ranking. The following represent the key factors which will be considered:

- Experience with the Program/Federal/State Compliance-45 Points
- Performance-15 Points
- Capacity to Perform Work-10 Points
- Community Discretionary Points-10 Points
- Cost of Service-20 Points

Qualifications and Proposal Statements

Specifications for the Qualifications and Proposal Statements are enclosed. Qualified interested parties should submit responses **no later than 5:00 p.m. on Friday, June 13, 2014**. **One set** of qualifications and proposals should be sent to:

Ms. Jenna Jackson, Economic Development Coordinator
Delaware County Board of Commissioners
101 North Sandusky Street, Delaware, OH 43015
Responses may also be sent electronically (in PDF format only) by the date and time specified to:
jmjackson@co.delaware.oh.us

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

RESOLUTION NO. 14-628

IN THE MATTER OF APPROVING A CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND WINDSTREAM CORPORATION FOR THE 911 PHONE SYSTEM:

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

Whereas, the 911 Emergency Communications Director and the Systems Manager recommend approval of the contract with Windstream Corporation for the 911 Phone System;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Windstream Corporation for the 911 Phone System.

(Copy of exhibits available in Commissioners’ Office until no longer of Administrative value)

WINDSTREAM
Master Customer Equipment and Maintenance Agreement

1814 W. Tacoma, Broken Arrow, Oklahoma 74012-1406
918-664-8200
918-664-6876(fax)

Customer
Delaware County Board of Commissioners
10 Court Street
Delaware, OH 43015

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MASTER CUSTOMER EQUIPMENT AND MAINTENANCE AGREEMENT

The parties to this Master Customer Equipment and Maintenance Agreement ("Agreement") are Delaware County Board of Commissioners ("Customer") and the Windstream legal entity that provides the Services to Customer under this Agreement ("Company"). The effective date of this Agreement is the date it is signed by the Customer ("Effective Date"). The purpose of this Agreement is to set forth the terms and conditions under which the Company will sell Customer Premises Equipment ("CPE") to Customer and provide maintenance services ("Maintenance") to Customer, if applicable (for convenience, Maintenance and CPE will be referred to herein collectively as "Services").

A. **SERVICE SCHEDULES:** For each engagement under this Agreement, the Services to be provided by Company will be described in a Service Schedule ("Schedule"). Each Schedule and each amendment thereto must be signed by both parties and must state that it is made pursuant to this Agreement. Each Schedule shall constitute a separate agreement which incorporates the terms and conditions of this Agreement. The provisions of this Agreement shall control over any conflicting provisions in a Schedule, except to the extent that a provision of this Agreement specifically states that a Schedule may provide different terms. A Schedule may contain additional terms, provided that the terms do not conflict with the provisions of this Agreement.

B. **TERM AND AUTOMATIC RENEWAL:** This Agreement shall be for the term set forth in the Schedule and the Service Plan shall terminate at the end of the term specified in the Schedule. The Service plan maybe renewed with anew Schedule completed and signed by both parties agreeing to anew term.

C. **PAYMENT TERMS:** Unless a Schedule provides otherwise, fifty percent (50%) of Customer's CPE cost shall be paid by Customer on the Effective Date, prior to Company ordering such CPE. The remaining fifty percent (50%) of the Customer's CPE cost, in addition to any recurring and/or non-recurring Maintenance costs incurred by the Customer shall be paid within thirty (30) days of the invoice date. Customer is responsible for payment of all fees set out in a Schedule, plus all taxes, fees and surcharges associated with the Services. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law, and Company may terminate this Agreement

D. **EARLY TERMINATION CHARGES:**

1. **CPE: IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY CPE SCHEDULE AFTER THE EFFECTIVE DATE AND AFTER COMPANY HAS ORDERED CPE (BUT PRIOR TO THE INSTALLATION OF SUCH CPE), CUSTOMER WILL PAY COMPANY A PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO SEVENTY-FIVE PERCENT (75%) OF THE CPE COST SET FORTH IN THE SCHEDULE AND COMPANY SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY CUSTOMER PURSUANT TO SECTION C ABOVE.**

2. **MAINTENANCE: IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY MAINTENANCE SCHEDULE PROVIDED HEREUNDER DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE MONTHLY RECURRING CHARGES "MRCS" MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN- CURRENT TERM OR RENEWAL TERM (TERMINATION FEE). THE CANCELLATION CHARGE AND TERMINATION FEE SHALL NOT BE PENALTIES AND SHALL INSTEAD BE DEEMED AN ADEQUATE MEASURE OF LIQUIDATED DAMAGES INCURRED BY THE COMPANY DUE TO EARLY TERMINATION BY THE CUSTOMER.**

E. **DISPUTES:** To dispute a bill, Customer must do so in good faith and provide Notice to Company of the specific basis for such dispute within thirty (30) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.

F. **MAINTENANCE PLAN:** Company offers various tiered Maintenance Service Plans ("Plans"). Customer's choice of Plan, if any, shall be indicated on a Schedule, where each Plan is further described. All work performed by Company for Customer shall be billed at Company's then current time and material rates for: 1) any services performed which Company deems as out of scope of the Agreement, or 2) for CPE not covered by a Plan under a Schedule.

G. **LIMITED WARRANTY:**

1. **CPE.** All assignable manufacturers' warranties applicable to CPE will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All CPE warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the CPE. Any extended warranty available from the manufacturer of such CPE may be made available to the Customer.

2. **Maintenance.** All Maintenance performed by Company is described in the Schedule(s) and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Remedy for any Defects is limited to re-performance. Company shall be relieved of all obligations and liability if Customer fails to provide Notice of the Defect to Company within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the Customer more than one (1) year after the

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cause of action or same accrues.

3. NO OTHER WARRANTIES. THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF ALL SUMS DUE TO COMPANY PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF COMPANY AND CUSTOMER.

H. TITLE AND RISKS OF LOSS: Risk of loss passes to Customer on delivery by Company or manufacturer or such CPE to a common carrier for delivery to Customer or upon installation of such CPE at Customer's premises, whichever occurs earlier. Title to the CPE does not pass to either Customer or any third party financing the CPEs purchase on behalf of Customer until Company has been paid in full for such CPE.

I. CREATION OF LIEN. It is expressly understood and agreed by Customer that a mechanic's lien in favor of Company shall be created against the property where the Services are installed or provided. Said lien shall take effect immediately upon the installation of such Services. Company agrees that said lien will not be recorded or foreclosed unless Customer fails to timely pay for the Services furnished by Company.

J. LIMITATION OF LIABILITY: Except as set forth herein, in no event will Company be liable for any special, incidental, indirect, consequential, punitive or similar damages including but not limited to attorney's fees, loss of profits, business, or to the extent permitted by law, damages for injury to person or property or death. Company shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Company, or caused by, or attributable to any reason beyond Company's reasonable control including, but not limited to any acts of God, strikes, work stoppages, etc., or failure of Customer to provide Company with access to CPE or failure of Customer to provide Company with notice of malfunction, Company makes no warranty to prevent unauthorized use of the system, including toll fraud. Company shall not be liable for damages of any kind arising or resulting from unauthorized use of the system, including toll fraud.

K. CONDITIONS OF PREMISES: Customer warrants that the premises and conditions to be encountered by Company at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose Company representatives to hazardous materials or substances. Customer shall at all times maintain a suitable environment in which the CPE can operate, including but not limited to, the necessary space to accommodate the CPE and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.

L. ASSIGNABILITY: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets but Customer shall provide Company with Notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent.

M. GOVERNING LAW: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles.

N. END USER LICENSE AGREEMENT: If Customer's Services include third party software, Customer agrees to comply with the terms of any applicable end user license agreement posted at such third party's website prior to using the relevant Services.

O. NOTICES: Until Company or Customer notifies each other of any new address, all Notices, requests and other communications hereunder ("Notice") shall be in writing and delivered personally or sent by prepaid registered or certified mail, return receipt requested, to the address identified herein.

Windstream Communications, Inc.
1814W Tacoma Street
Broken Arrow, OK 74012-1406
Attn: Contract Administration

**Maintenance Schedule A
Complete+**

This Schedule is made pursuant to the Master Customer Equipment and Maintenance Agreement ("Agreement") between Delaware County Board of Commissioners ("Customer") and the Windstream legal entity that provides the Services to Customer ("Company"), dated April 28th, 2014, and is effective the date indicated below ("Commencement Date"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. This Schedule shall constitute a separate agreement which

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incorporates the terms and conditions of the Agreement. The provisions of the Agreement shall control over any conflicting provisions in this Schedule, except to the extent that a provision of the Agreement specifically states that the Schedule may provide different terms. This Schedule may contain additional terms, provided that the terms do not conflict with the provisions of the Agreement.

Plan Selection: Customer acknowledges that it has reviewed Company's specific Maintenance offerings and chooses to subscribe to the Maintenance Service Plan ("Plan") below.

Contract

Commencement Date: January 01, 2014

Windstream Support Term: 12 months

Manufacturer's Support Term: 12 months

Total Contract Value: \$50,621.76 includes first invoice for manufacturer's support

Pricing valid sixty (60 days) from: April 28, 2014

Billing

Windstream Support: \$10,649.16 Billed annually

Manufacturer's Support: \$39,972.60 Billed Annually

The Manufacturer's Support Fee is non-cancelable and will not be canceled or refunded for any reason.

Manufacturer's Support contracts must be renewed prior to the due date from the manufacturer or a reinstatement fee that is equal to 25% of the annual manufacturer's contract amount will apply. Customer agrees to pay additional amount of reinstatement fee after expiration.

Term and Automatic Renewal: This Agreement shall become effective upon its execution by both parties. The initial term for the service plan will be noted in the Schedule and shall be non-cancelable. The Service plan will terminate at the end of the initial term and may be renewed with a Schedule signed by both parties agreeing to new price and term.

Pricing: Company reserves the right to increase Customer's payment amount no more than one (1) time per year based on moves, additions, and/or changes to CPE that substantially increase the station or port count. Ports are defined as the number of IP, digital, or analog end user devices ("Terminals"), voice mail ports, licenses and trunks equipped on the CPE. Company shall provide at least thirty (30) days' notice prior to such price increase becoming effective.

System Failure and Response Times:

a. Each Plan provides guaranteed response times to Customer for major and minor malfunctions. Company shall use commercially reasonable efforts to respond to major malfunctions originating in the CPE (within 2 hours / within 4 hours / the next business day) after receiving notice of such malfunction from Customer. For minor malfunctions, Company shall use its commercially reasonable efforts to respond to malfunctions originating in the CPE within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer's applicable local time zone and excludes holidays observed by Company ("Holidays").

b. Malfunction levels are defined as below:

- i. Major — System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or failure of the attendant console.
- ii. Minor — All other failures not defined as a Major failure.

c. Guaranteed response times commence at the time a Company representative begins work on the Customer's malfunction either remotely or on-site.

Service Plan Features: Complete +

- 24/7 Remote Alarm Monitoring, provided connectivity is available
- On-Site and Remote Labor Support 24x7x365 days a year, including Holidays
- Dispatch within two (2) hours for metro areas
- Dispatch within four (4) hours for non-metro areas
- Advanced Parts Replacement
- Hardware and System Software Support
- Annual Software Backup
- Annual Network Audit
- Annual System Review and Consultation
- Preventative Maintenance
- Discounted labor rates for MAC

Remote Monitoring:

a. CPE covered by this Schedule will be monitored 24x7, 365 days a year by a Company representative. Company will respond to issues identified from remote monitoring within two (2) hours after receiving the notification. Company will provide commercially reasonable efforts to resolve the malfunction remotely and

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will dispatch a Company representative on-site to resolve the malfunction if required. Should said dispatch result in time and material charges to Customer, Company will notify Customer prior to dispatch to request approval.

- b. Should Customer request Company to perform changes to Customer's CPE, Company reserves the right to fulfill the request remotely when possible. Should Company perform the task remotely, Customer will be billed for the time and material unless the request is determined to be the direct result of CPE failure. All on-site requests for technical assistance with programming or technical changes will also be handled on a time and materials basis and will be billable.
- c. Company shall not be liable for inability to provide remote monitoring should Customer not provide Company access to CPE, including, but not limited to, (i) Customer's failure to provide valid password(s) to its system, (ii) Customer not maintaining network access to CPE, or (Hi) Customer not maintaining additional parts/equipment required to access the its network.

Parts:

- a. Company shall furnish all parts as outlined in Section A of this Schedule. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.
- b. Company shall not be obligated to replace CPE damaged by :
- i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to, earthquakes, rain, floods or lightning);
 - ii. Customer's failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer's manuals or product bulletins;
 - iii. Mishandling, abuse, misuses or damage to the CPE by Customer or any other party not authorized by Company.

CPE Manufacturer Support: Customer acknowledges that certain CPE issues may require escalation by Company to the applicable CPE manufacturer, and that Company's ability to do so may be contingent on Customer maintaining a separate support plan with such CPE manufacturer. Customer agrees that Company shall not be liable for inability to provide Services in those instances where escalation to a CPE manufacturer is required to address a CPE issue, and Customer failed to maintain a support plan with the applicable CPE manufacturer.

Covered Equipment:

Customer Location

Site Name: Delaware County 911 OH Site ID Site Mtce Fee 43,789.85

Customer-Owned Equipment Schedule

Material Code	Qty	Description
Site #104183		Site Name: Delaware County 911 OH
809800-35001		
809800-35072		
809800-35016	16	PAT/CM IRR
SW SPT PATIRRSWSPT1MTH	16	PAT
IRRSWSPT		
		Sentinel Patriot Stats
809800-35036	16	PAT STATS
SW SPT PATSTATSPT1MTH	16	
		PAT STATS SW SPT
		Sentinel Monitor
809800-35026	1	SEN MNTR
SW SPT PATMNTRSPT1MTH	1	
		PAT MNTR SW SPT
		Peripherals& Gateways
		Monitoring & Response Support Fees
809800-14151	1	M&R ACT FEE MED SITE
809800-14207	2	M&R SVR SRVC
809800-16180	17	M&R 3.0 W1<ST/IP SVC
871499-01210	1	M&R 3.0 IP DEV SRVC
809800-16191	8	M&R 3.0 IP

DEV SRVC Optional Coverage

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Covered Equipment:

Customer Location

Site Name Orange Township Fire Department B Site ID Site Mtce Fee 6,832.00 St ZIP

Customer-Owned Equipment Schedule

Material Code	Qty	Description
Site #107778		Site Name: Orange Township Fire Department B
04000-00176	3	Sentinel Patriot System - Peripherals & Gateways SW SPT ANALOG GATEWAY Serial #s DT1154369 DT1158462 DT1158460
809800-07879	4	Sentinel Patriot Command POST CPOST SW SPT
PATSTATSPT9MTH	4	Sentinel Patriot Stats PAT STATS SW SPT
809800-07879	2	CPOST SW SPT
PATSTATSPT9MTH	2	Sentinel Patriot Stats PAT STATS SW SPT
Vote on Motion	Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye	

RESOLUTION NO. 14-629

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STEPHEN CAMPBELL & ASSOCIATES, INC. FOR THE RECORDING EQUIPMENT FOR DELAWARE COUNTY 911:

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

Whereas, the 911 Emergency Communications Director and the Systems Manager recommend approval of the agreement with Stephen Campbell & Associates, Inc. for the recording equipment for Delaware County 911;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement between Delaware County And Stephen Campbell & Associates, Inc. for the recording equipment for Delaware County 911.

Stephen Campbell & Associates, Inc.
2418 Allen Blvd.,
Beachwood, OH 44122
Phone: (216) 292-7121
GUARANTEED MAINTENANCE SERVICE AGREEMENT

- Stephen Campbell & Associates, Inc. will maintain for Delaware County, Ohio (the "County"), the equipment covered, as indicated in this Agreement, in efficient operating condition on a year-to-year basis, provided that this equipment is placed under this Agreement within one year from date of original purchase and the Agreement is continued in force without lapse, and is non-transferable.
- Equipment placed under this Guaranteed Maintenance Service (GMS) Agreement more than one year after date of original sale is subject to inspection by Stephen Campbell & Associates, Inc. or its authorized service dealer representative, to determine that the equipment is in good operating condition. If the equipment is not in such condition, the County will be charged a separate charge for any necessary overhauling or rebuilding of such equipment.
- All parts necessary as replacement parts will be furnished without charge with the exception of media, connectors, cables, or special accessories. The GMS Agreement excludes fire, theft, water damage, accidents, abuse, power line fluctuations, acts of God, or repairs by unauthorized personnel, or any other cause not due to fault of CyberTech or Dynamic Instruments.
- Guaranteed Maintenance Service coverage includes: All parts, labor charges, travel charges, and necessary shop repairs. It does not include moves, adds, and changes.

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5. Response time for emergency conditions will be within twenty-four (24) hours from the time that the authorized service agent receives the call. Emergencies are defined as the inability to record incoming calls. Non-emergency response time may extend to the next business day--8:00 a.m. to 5:00 p.m.
6. Stephen Campbell & Associates, Inc.'s responsibility with respect to the GMS Agreement is limited to the CyberTech or Dynamic Instrument equipment covered and does not cover the telephone company's trunks and circuits, or any outside manufacturers.
7. The County shall allow employees of Stephen Campbell & Associates, Inc. and representatives of Stephen Campbell & Associates, Inc. access, as needed, to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this Agreement.
8. Any maintenance or service work performed on the equipment by anyone other than an authorized agent of Stephen Campbell & Associates, Inc. during the period of this Agreement without consent of Stephen Campbell & Associates, Inc. shall render this Agreement null and void.
9. This Agreement is for the contract period set forth below, and can be renewed at the annual renewal date. If applicable, the customer agrees to pay any sales tax or other tax imposed with respect to this Agreement.
10. Stephen Campbell & Associates, Inc. is not responsible for loss of business to the County caused by the equipment failure. If the foregoing disclaimers are contrary to applicable law or otherwise are held by a court of competent jurisdiction to be ineffective, CyberTech's, Dynamic Instruments' and Stephen Campbell & Associates Inc.'s liability, if any, for damages shall not exceed the end user's purchase price for the product(s) or part(s) in question.
11. Notwithstanding any other provision of this Agreement, Stephen Campbell & Associates, Inc. agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Stephen Campbell & Associates, Inc., any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

CUSTOMER: * Delaware County E-911
ADDRESS: * 10 Court Street
* Delaware, OH 43015

EQUIPMENT	CONTRACT PERIOD	AMOUNT
CyberTech Pro 48-Analog, 16-VolP Recording System, and HP 5U Server, Screen Capture Server, 800 Trunking, ANI/ALI CDR AND IRP SUPPORT	7-1-2014 thru 6-30-2016 (2-YEARS)	\$14,350.00
Dynamic Instruments Reliant II 24-Digital Recording System	7-1-2014 thru 6-30-2016 (2-YEARS)	\$5,200.00
CyberTech Miracle 15-Analog Recording System, and HP 2U Server. and UPS Power Supply	7-1-2014 thru 6-30-2016 (2-YEARS)	\$5,400.00
		\$24,950.00* *Please note: \$12,475.00 to be paid annually.

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

RESOLUTION NO. 14-630

IN THE MATTER OF AWARDING THE BID FOR THE TIP FLOOR REPAIRS TO THE SOLID
WASTE TRANSFER STATION, CONTRACT NO. DCES 14-04:

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

WHEREAS, Sealed Bids for the Tip Floor Repairs to the Solid Waste Transfer Station were received by the County of Delaware, Ohio at the Office of the Delaware County Regional Sewer District at 4:00 PM local time Wednesday, April 16, 2014; and

WHEREAS, one (1) bid was received as part of the public bidding process; and

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WHEREAS, the bid received was from Central Ohio Contractors Inc. for \$229,941.95; and

WHEREAS, the bid received was evaluated against the bidding requirements and was determined to be the lowest and best bid.

THEREFORE BE IT RESOLVED that the Tip Floor Repairs to the Solid Waste Transfer Station be awarded to Central Ohio Contractors Inc. The Director of Environmental Services shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

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

RESOLUTION NO. 14-631

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR TRAIL'S END SECTION 2, PHASE A & B:

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Trail's End Section 2, Phase A & B for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Trail's End Section 2, Phase A & B for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-632

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MORGAN PLACE:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to accept the following Sanitary Subdivider's Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement for Morgan Place;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Morgan Place.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 2nd day of June 2014, by and between **NATHAN PRATT AND RYAN GASLIN** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **MORGAN PLACE** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **6.0** 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.

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 **MORGAN PLACE**, 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 estimated cost of construction (**\$25,649.00**) 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

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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 the SUBDIVIDER, and any of its contractors or sub-contractors, 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 SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

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 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 three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$897.72). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,175.00 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 \$600.00 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 \$600.00 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.

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. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals 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 SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the

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SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY’S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

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

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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants 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 Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-633

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Transfer of Appropriations		Amount
From	To	
66611906 – 5450	66611906 – 5316	\$5,000
Tartan Fields/ Machinery & Equipment	Tartan Fields/ Application and License Fees	

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

RESOLUTION NO. 14-634

IN THE MATTER OF ESTABLISHING CAPACITY FEES FOR THE LIBERTY PARK PUMP STATION SUB-DISTRICT WITHIN REGION 1A OF THE SEWER DISTRICT:

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

Whereas, Region 1A of the 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 Board passed Resolution 14-327 declaring the purpose and necessity for the Liberty Park Pump Station project; and

Whereas, the Sanitary Engineer recommends establishing a capacity surcharge to recover a portion of the capital improvement expenditures.

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

Section 1. The Board hereby establishes the Liberty Park Pump Station Sub-District as the area that shall include all wastewater discharges tributary to and/or that pass through the proposed Liberty Park Pump Station.

Section 2. The Board hereby establishes the total capacity fee for the Liberty Park Pump Station Sub-District as the sum of the following for all new connections:

- a. the current Capacity Charge approved by resolution for Region 1A of the Sewer District at the time the capacity fee is paid;
- b. the existing \$4,000.00 Perry Taggart surcharge per Equivalent Residential Unit;
- c. a \$1,000.00 Liberty Park Pump Station surcharge per Equivalent Residential Unit;
- d. any future surcharge established by the Board that may apply.

Section 3. This Resolution shall be effective immediately upon adoption.

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

RESOLUTION NO. 14-635
SEE BELOW

ADMINISTRATOR REPORTS
Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS
Commissioner Stapleton
-No reports

Commissioner O'Brien
-Attended a Memorial Day event put on by the Vietnam Veterans Chapter 1095 at the Sunbury Fallen Heroes Memorial

Commissioner Merrell
-Attended a meeting with Chris Bauserman last week concerning the Lower Scioto project. It seems that Marion County needs to take the lead in this matter.

RESOLUTION NO. 14-636

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 10:08AM.

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

RESOLUTION NO. 14-637

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:39AM.

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

RESOLUTION NO. 14-638

IN THE MATTER OF AMENDING, BY SUBSTITUTION, RESOLUTION NO. 14-635

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 2, 2014**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to amend by substitution Resolution 14-635:

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

RESOLUTION NO. 14-635

IN THE MATTER OF APPROVING, AS AMENDED BY SUBSTITUTION WITH RESOLUTION NO. 14-638, THE RESOLUTION ESTABLISHING CAPACITY FEES FOR THE LIBERTY-SAWMILL SANITARY SEWER EXTENSION SUB-DISTRICT WITHIN REGION 1A OF THE SEWER DISTRICT:

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

Whereas, Region 1A of the 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 Board passed Resolution 14-326 declaring the purpose and necessity for the Liberty-Sawmill Sanitary Sewer Extension project; and

Whereas, the Sanitary Engineer recommends establishing a capacity surcharge to recover a portion of the capital improvement expenditures.

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

Section 1. The Board hereby establishes the Liberty-Sawmill Sanitary Sewer Extension Sub-District which shall be defined by Section 2 of this resolution and the attached map titled "Exhibit A-Surcharge Map for Liberty-Sawmill Sanitary Sewer Extension Improvements (LS-1)".

Section 2. The Board hereby establishes the following surcharge provisions:

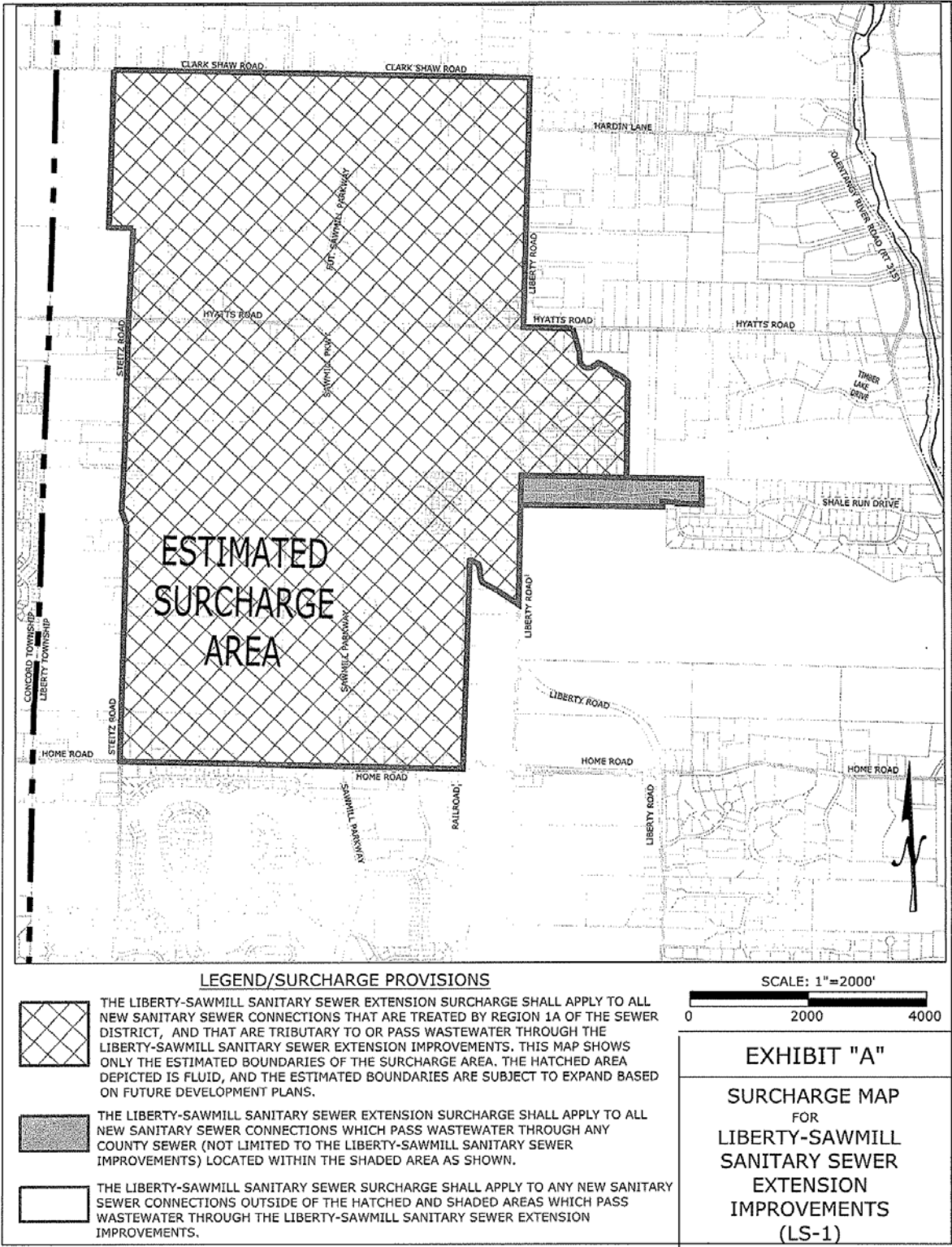
- a. The Liberty-Sawmill Sanitary Sewer Extension surcharge shall apply to all new sanitary sewer connections that are treated by Region 1A of the Sewer District, and that are tributary to or pass wastewater through the Liberty-Sawmill Sanitary Sewer Extension Improvements. Exhibit A shows only the estimated boundaries of the surcharge area. The hatched area depicted on Exhibit A is fluid, and the estimated boundaries are subject to expand based on future development plans.
- b. The Liberty-Sawmill Sanitary Sewer Extension surcharge shall apply to all new sanitary sewer connections which pass wastewater through any county sewer (not limited to the Liberty-Sawmill Sanitary Sewer improvements) located within the shaded area as shown on Exhibit A.
- c. The Liberty-Sawmill Sanitary Sewer Surcharge shall apply to any new sanitary sewer connections outside of the hatched and shaded areas on Exhibit A which pass wastewater through the Liberty-Sawmill Sanitary Sewer Extension Improvements.

Section 3. The Board hereby establishes the total capacity fee for the Liberty-Sawmill Sanitary Sewer Extension Sub-District as the sum of the following for all new connections:

- a. the current Capacity Charge approved by resolution for Region 1A of the Sewer District at the time the capacity fee is paid;
- b. the existing \$4,000.00 Perry Taggart surcharge per Equivalent Residential Unit, except where previously waived per Resolution 07-47;
- c. a \$1,350.00 Liberty-Sawmill Sanitary Sewer Extension surcharge per Equivalent Residential Unit, except for new connections located within the residential condominium development known as "Kinsale Village 2005" for which the sanitary sewer improvement plan was approved by the Board in Resolution 06-521 on April 24, 2006;
- d. any future surcharge established by the Board that may apply.

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

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Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Present

Commissioner O'Brien's objection to the vote was not supported by The Board.

RECESS/RECONVENE

1:30PM Viewing For Consideration Of The Haven's 503 Drainage Improvement Petition
(In the vicinity of approximately 100 feet East of 526 Peachblow Road, Delaware, Ohio 43015)

IN THE FIELD:
1:30PM VIEWING OF A DRAINAGE PETITION TO CONSIDER PROPOSED DRAINAGE IMPROVEMENTS WITHIN THE HAVEN'S 503 DRAINAGE WATERSHED

On Monday June 2, 2014, at 1:30PM (in the vicinity of approximately 100 feet East of 526 Peachblow Road, on the North side of the road, Delaware, Ohio 43015) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Gary Merrell, President; Dennis Stapleton, Vice President and Ken O'Brien,

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Commissioner

On March 18, 2014, A Drainage Petition Signed By Glenn Road Capital, LLC, was filed with the Board of County Commissioners to: 1. Construct a ditch on the course hereinafter set forth. 2. The following is the course and termini of said proposed improvement to wit: commencing in Delaware County, Berlin Township within the Olentangy Watershed following the "Haven's 503" tile, a ditch beginning on the south of Peachblow Road flowing south through the middle of parcel 418-330-01-031-000 and terminating at or near the southern property line of said parcel. 3. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

NOTE: First Hearing On The Petition Is Scheduled For Monday June 16, 2014 at 10:30AM

The Commissioners:

- Looked At and Followed the Proposed Development Area along Peachblow Road
- If approved, future developments would become part of maintenance program
- Proposed tile area to, a yet to be determined to a good and sufficient outlet lies behind trees
- Some of the property owners; also have land in another maintenance project
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

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

SIGN-IN SHEET FOR JUNE 2, 2014

1:30 PM Viewing For Consideration Of The Haven's 503 Drainage Improvement Petition

NAME	ADDRESS
1 Jennifer Walraven	Board Clerk
2 BRAD HOLLAND	5500 NEW ALBANY ROAD COL, OH
3 Kevin McCauley	565 Metri Place S. Suite 400 Dublin OH
4 Dennis Stanketich	101 N Sandusky Delaware Ohio
5 Ken O'Brien	101 N Sandusky
6 Gary Maxwell	3481 Royal Parnoch
7 Barbara Shuman	1469 Africa Rd 43021
8 James J. Shuman	12671 Apple Creek Dr
9 David A. Shuman	525 Peachblow Rd 43035
10 XXXXXXXXXX	957 Peachblow Rd.
11 Todd Minard	Ohio Health
12 Jen Morgan	Commissioners
13 Michael	SLCSD
14 Larry Luff	
15 Aric Hochstetler	Del. Co. Prosecutor's Ofc.

There being no further business, the meeting adjourned.

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Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners