

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 15-712

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 11, 2015:

It was moved by Mrs. Lewis, 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 June 11, 2015; 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 Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-713

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0612:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0612 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Callos Resource	Job and Family Services Program	22411601-5301	\$ 100,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line Number</u>
R1503809	NEW HORIZONS COMPUTER LEARNING CTR INC	COMPUTER TRAINING CLASSES	22311614 - 5348	\$19,200.00	0001
R1503812	FORTE HOLDINGS INC	ANNUAL SUBSCRIPTION RENEWAL	10011303 - 5320	\$20,845.00	0001
R1503836	BOARD OF DEVELOPMENTAL DISABILITIES	CLUSTER BILLING	22511607 - 5342	\$21,150.00	0001

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-714

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE HAVEN'S 503 DRAINAGE IMPROVEMENT PETITION PROJECT FILED BY GLENN ROAD CAPITAL, LLC.:

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

Whereas, Resolution No. 14-696 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Haven's 503 Watershed Area Drainage Petition Project; and

Whereas, the resolution references the date of June 16, 2015 for filing of the reports, plans, and schedules; and

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

Whereas, additional time is required to allow for field survey, design, engineer review; and

Whereas, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Haven’s 503 Watershed Area Drainage Petition Project; and

Whereas, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners approves January 15, 2016 as the date for filing of the reports, plans, and schedule for the Haven’s 503 Watershed Area Drainage Petition Project.

Further Be it resolved, upon filing of the reports, plans, and schedule for the Haven’s 503 Watershed Area Drainage Petition Project the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be it resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Haven’s 503 Watershed Area Drainage Petition Project.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-715

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR THE INN AT BEAR TRAIL:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for the Inn at Bear Trail.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for the Inn at Bear Trail.

OWNER’S AGREEMENT
PROJECT NUMBER: 12007

THIS AGREEMENT, executed on this 15th day of June 2015, between **THE INN AT BEAR TRAIL LIMITED**, hereinafter called ‘**OWNER**’, and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE INN AT BEAR TRAIL**, further identified as Project Number 12007, is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY**

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

THOUSAND DOLLARS (\$20,000) estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$541,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 54,180
INSPECTION FEE DEPOSIT	\$ 20,000

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-716

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR ESTATES OF GLEN OAK SECTION 5, PHASE B:

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

Whereas Pulte Homes of Ohio LLC has submitted the Plat of Subdivision ("Plat") for Estates of Glen Oak Section 5, Phase B, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 25, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 10, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on March 11, 2015, and

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 1, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 1, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Estates of Glen Oak Section 5, Phase B.

Estates of Glen Oak Section 5, Phase B

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 22, Quarter Township 2, Township 3 North, Range 18 West, United States Military District, being all of the 8.102 acre tract as conveyed to Pulte Homes of Ohio LLC, a Michigan Limited Liability Company by Deed of Record in Official Record 1308, Page 943, all records of the Recorder’s Office, Delaware County, Ohio. Cost: \$57.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-717

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SCIOTO RESERVE SECTION 4, PHASE 13:

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

Whereas Homewood Corporation has submitted the Plat of Subdivision (“Plat”) for Scioto Reserve Section 4, Phase 13, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 23, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 27, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 29, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 5, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 1, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Reserve Section 4, Phase 13.

Scioto Reserve Section 4, Phase 13

Situate in the State of Ohio, County of Delaware, Township of Concord, lying in Farm Lot 20, Section 2, Township 3, Range 19 West, United States Military Lands, containing 8.285 acres, more or less, including 1.898 acres of right-of-way area, said 8.285 acres being out of the 221.136 acre tract conveyed to Homewood Corporation in Official Record 914, Page 2410, of record in the office of the Delaware County Recorder.. Cost: \$87.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-718

IN THE MATTER OF REVISING THE COST ESTIMATE FOR AND THE PERMANENT BASE OF THE DITCH MAINTENANCE IMPROVEMENTS FOR SCIOTO RESERVE SECTION 4, PHASE 13:

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

WHEREAS, a Ditch Maintenance Petition (“Petition”) was submitted by Homewood Corporation, owner of the project known as Scioto Reserve Section 4, Phase 13 (“Project”), and approved by Resolution Number 05-112; and

WHEREAS, construction of the Project was delayed after approval of said Petition; and

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

WHEREAS, the Project is currently under construction, and the costs of the improvements to go on Ditch Maintenance have increased; and

WHEREAS, the Project’s engineer has provided a revised Ditch Maintenance Cost Estimate showing the current total cost of the improvements to be \$244,233.35, the current Basis for Calculating the per lot assessment to be \$2,488.49 and the current Annual Maintenance Fee to be \$ 85.81 per lot; and

WHEREAS, Homewood Corporation, as sole owner of the Project, has applied for such revisions and waived its right to any notice and a hearing for the increase of the Ditch Maintenance Fees and has deposited the additional \$769.74 owed as a result of said increase to Delaware County; and

WHEREAS, the County Engineer requests revisions noting the current cost of the improvements to go on Ditch Maintenance, the current Basis for Calculating the Assessment for each lot and the current Annual Maintenance Fee for each lot, all in accordance with sections 6137.11 and 6137.112 of the Revised Code;

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

Section 1. The Cost of the Drainage Improvements for Scioto Reserve Section 4, Phase 13 shall be revised to \$244,233.35, in lieu of the original estimate, and said amount shall serve as the permanent base that is used to calculate maintenance fund assessments for owners benefiting from the improvements.

Section 2. The Basis for calculating the Assessment for each lot shall be \$2,488.49.

Section 3. The Annual Maintenance Fee equal to 2% of the Basis shall be \$85.81.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Abstain

RESOLUTION NO. 15-719

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

Whereas, the Director of Delaware County EMA recommends approval of A New Organization Key And Supplemental Appropriations;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve A New Organization Key And Supplemental Appropriations for Delaware County EMA:

New Organization Key
21581306 2014-2015 HMEP

Supplemental Appropriations	Amount
21581306 2014-2015 HMEP 5365 GRANT RELATED SERVICES	\$16,700.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-720

IN THE MATTER OF APPROVING THE SANITARY IMPROVEMENT PLAN FOR SUMMERWOOD LAKES SECTION 3:

It was moved by Mrs. Lewis, seconded by Mr. O’Brien to approve the following sanitary sewer construction plans for Summerwood Lakes Section 3 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Summerwood Lakes Section 3 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Summerwood Lakes Section 3 for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-721

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR NORTH FARMS SECTION 6 & 11:

It was moved by Mrs. Lewis, seconded by Mr. O’Brien to accept the following Sanitary Subdivider’s Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for North Farms Section 6 & 11;

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 15th day of June 2015, by and between **M/I Homes of Central Ohio, 3 Easton Oval, Columbus, OH 43219**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **North Farms Section 6 & 11** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the Sanitary Plan for **North Farms – Section 6 & 11**, dated **April 29, 2015**, and approved by the County on **May 28, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **40** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$192,025.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for the **Sanitary Plan for North Farms - Section 6 & 11**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of the Sanitary Plan for **North Farms – Section 6 & 11 (\$6720.88)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$16,350.00** estimated to be necessary to pay the cost of inspection for **North Farms – Section 6 & 11** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

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 Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$1,200.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$1,200.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **North Farms – Section 6 & 11** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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

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

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

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

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

SECTION VII: SIGNATURES

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

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-722

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GANZHORN SUITES:

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

Whereas, the construction of new sanitary sewers at Ganzhorn Suites have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Ganzhorn Suites	70' feet of 8- inch sewer	\$5,212.34
	1- manhole	\$2,747.70

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

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

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-723

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND VAUGHN INDUSTRIES, LLC FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC) NORTH PLANT MOTOR CONTROL CENTER (MCC) UPGRADE:

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

WHEREAS, sealed bids for the OECC Motor Control Center Upgrade Project were received by the County of Delaware, Ohio at the Environmental Service Office at 2:00 o’clock PM local time on April 14, 2015; and

Whereas, Vaughn Industries, LLC was determined to be the lowest and best bid at \$2,048,645.00, and was awarded the bid on May 11, 2015; and

Whereas, it has been determined that the bid conforms to the specifications; and

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Vaughn Industries, LLC for the OECC Motor Control Center Upgrade Project, and authorize the Sanitary Engineer to issue the "Notice to Proceed."

**AGREEMENT
BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND
VAUGHN INDUSTRIES, LLC
FOR THE OECC MOTOR CONTROL CENTER UPGRADE**

THIS AGREEMENT is by and between DELAWARE COUNTY BOARD OF COMMISSIONERS

(Owner) and VAUGHN INDUSTRIES, LLC

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work of the Project includes the replacement of the existing backup generator, Electrical Improvements, and SCADA improvements at the Olentangy Environmental Control Center.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

OLENTANGY ENVIRONMENTAL CONTROL CENTERS (OECC)
NORTH PLANT MOTOR CONTROL CENTERS (MCCs) UPGRADE

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by URS Corporation (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 395 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

TWO MILLION FORTY EIGHT THOUSAND SIX HUNDRED FORTY FIVE AND NO CENTS	(\$ <u>2,048,645.00</u>)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the current market rate per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. Other bonds

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

5. General Conditions
6. Supplementary Conditions
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 34 sheets with each sheet bearing the following general title: OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC) NORTH PLANT MOTOR CONTROL CENTERS (MCC's) UPGRADE
9. Addenda
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

This Agreement will be effective on June 15, 2015 (which is the Effective Date of the Agreement).

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Vaughn Industries, LLC in the total amount of \$2,048,645.00 from org key 66711906-5410.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-724

IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 FOR THE TARTAN FIELDS FILTER REPLACEMENT PROJECT:

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

Whereas, Delaware County is currently under contract with Kirk Brothers Company, Inc., to replace the existing sand filters at the Tartan Fields wastewater treatment plant with membrane filters; and

Whereas, two (2) check valves need to be added to the filter backwash pipes; and

Whereas, there is an increase in the Contract Amount of \$691.05 (from \$833,971.94 to \$834,662.99); and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order No. 3.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 3 for the Tartan Fields Filter Replacement Project and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-725

IN THE MATTER APPROVING AN APPOINTMENT TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Building (the "BBA"), pursuant to section 307.381 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, there is currently a vacancy in the unexpired term for the BBA 4 position;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the BBA for the term specified herein:

Position	Appointee	Term Ends
BBA 4	Ray Blinn	December 31, 2019

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-No reports

Commissioner O'Brien
-No reports

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

Commissioner Merrell
-No reports

RESOLUTION NO. 15-726

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND ABL MANAGEMENT, INC. FOR PRIVATIZATION OF THE KITCHEN AT THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the contract with ABL Management, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement with ABL Management, Inc. for privatization of the kitchen at the Delaware County Jail:

AGREEMENT FOR FOOD SERVICES
AT THE DELAWARE COUNTY JAIL

THIS AGREEMENT is made this 15th day of June, 2015, by and between the County of Delaware, having its place of business at 149 North Sandusky Street, Delaware, OH 43105 (hereinafter referred to as ("County")) and ABL Management, Inc., having its principal place of business at 11224 Boardwalk, Suite B 1-5, Baton Rouge, LA 70816 (hereinafter referred to as "ABL").

WITNESSETH

1. GRANT: The County and ABL hereby agree that ABL shall provide meals for the inmates, staff and visitors of the Jail, which shall include the furnishing of nutritious, wholesome and palatable meals in accordance with the terms of this Agreement. The meals shall meet all nutritional standards imposed by the U.S. Bureau of Prisons, the American Correctional Association Standards and any standards required by federal, state or local laws and regulations.
2. OPERATIONAL RESPONSIBILITIES:
 - 2.1 Facilities and Equipment: The County and ABL agree that ABL will use the existing Jail preparation kitchen facility 'as is.' The County agrees to provide office space, inmate uniforms (excluding sanitary gloves, hats and hairnets) heat, lighting, ventilation and all other utilities (excluding long distance telephone service). The County will provide local intercom business telephone service to the contractor at no charge. This telephone shall be used only for local service business-related calls. Should the contractor desire local service for personal and other non-business related calls or long distance calls, a separate telephone not connected to the Jail System shall be installed at ABL's expense.
 - 2.1.1 ABL will be responsible for all labor related costs and other expenses such as: cleaning supplies, chemicals for the dishwasher; paper supplies; inmate worker and employee sanitary gloves, hats, aprons, and hairnets; laundry and uniforms for ABL employees; general liability and property insurance; long distance telephone expenses; amortization of office supplies; postage; taxes and license; expenses for employee physicals and employment advertising expenses; copy machine and business necessities.
 - 2.1.2 The County will furnish building maintenance services for the premises.
 - 2.1.3 ABL will be responsible for any and all maintenance and payment on all equipment, coolers and freezers that are used to store prepared meals. In the event that kitchen equipment is damaged due to negligence or breaks down, ABL shall be responsible for any and all repairs.
 - 2.1.4 The County will furnish and maintain an adequate inventory of service ware, glassware, pots, pans and utensils at the Jail.
 - 2.1.5 Return of Equipment: ABL shall return to the County at the expiration of this Agreement, the kitchen premises and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of ABL without negligence on the part of ABL or its employees.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

- 2.2** Food Products and Supplies: ABL shall purchase, receive, store, prepare, produce, service and/or package, deliver and pay for all food products and supply inventory required to furnish the meals provided for hereunder. The products purchased for use in the meal preparation facilities will remain the property of ABL.
- 2.3** Sanitation: ABL will be responsible for cleaning and housekeeping in the food preparation, service and storage area and will, on a continuing basis, maintain high standards of sanitation, in accordance with federal, state and local laws and regulations.
- 2.3.1** ABL shall meet all County sanitary standards and codes for meal preparation.
- 2.3.2** The County will be responsible for extermination services and removal of trash and garbage from the designated trash collection areas.
- 2.4** Personnel: ABL shall provide expert administrative, dietetic, purchasing, equipment consulting, personnel advice and supervision to meet all Jail, religious and medical food related requirements. All such personnel will be employees of ABL. ABL shall maintain a properly selected and trained staff and shall insure that sufficient employees are present to deliver agreed upon services each day that the Agreement is in effect. Personnel will include an on-site corrections-experienced Food Service Director, Hourly Supervisors and registered dietician available for menu development.
- 2.4.1** The County retains the right to thoroughly investigate any current or prospective ABL employees assigned to the Jail. Such employees must pass a security clearance and submit to activity control by the County. No ABL employee will be permitted to work in the facilities without clearance from the County.
- 2.4.2** All Employees of ABL will be required to pass a criminal background check and pre-employment drug testing and to comply with all requirements of ABL's Drug Free Workplace policy at the cost of ABL Management Inc. Anyone entering the facility is subject to search by County. County, at its sole option, may refuse entry into the facility by any ABL employee that it deems may pose a risk.
- 2.4.3** Equal Employment Opportunity: ABL agrees that it shall not discriminate against any employee or applicant for employment, hire, tenure, terms, conditions or privilege of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status or other criteria made illegal by State or Federal Law or County policy. In addition, ABL agrees to take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to the criteria listed above. Any breach of this provision may be regarded as material breach of this Agreement.
- 2.4.4** Health Examinations: ABL shall require its employees assigned to duty on the Jail premises to undergo a pre-employment medical examination and annual re-examinations. In addition employees shall comply with any state or local regulations with regard to such examinations. TB screening will be required upon employment and annually thereafter at the cost of the County. Written verification of the results of such examination shall be provided to the Delaware County Jail Medical Department within seven (7) days of its completion.
- 2.5** Insurance: ABL shall furnish to the County a certificate of insurance in a form acceptable to the County, certifying that ABL carries Workers' Compensation and General Comprehensive (including products' liability insurance affording coverage for both bodily injury and property damage) in such amounts as are acceptable to the County.
- 2.5.1** ABL agrees to indemnify, defend, and hold harmless County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of ABL, ABL's agents, employees, or representatives under this Agreement.
- 2.6** Statutes: It is mutually agreed that each party hereto will comply with all federal, state and local laws, statutes, lawful ordinances, regulations and requirements applicable to their activities hereunder. The County will provide adequate physical security at all times for ABL employees, suppliers, management and other authorized visitors.
- 2.7** License Fees, Permits and Taxes: ABL shall secure and pay all Federal, State and local licenses, permits and fees required for the preparation of the meals, provided hereunder. During the period of this Agreement, if it is deemed by taxing authorities that all or a portion of the services provided hereunder are subject to

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

a sales or similar tax which has not been collected by ABL, such taxes as then or as may be assessed will be the responsibility of the County and the County agrees to reimburse ABL therefore.

3. FINANCIAL AGREEMENTS:

3.1 The price per meal, utilizing inmate labor and continuation of contribution report submission and payment to the Ohio Public Employee Retirement System (OPERS) for two (2) carryover public employees is as follows and shall be guaranteed for two (2) years providing there is no change in the employer contribution rates set by the Ohio Public Employee Retirement System Board as permitted by statute:

3.1.1 Years 1 & 2

Prices are guaranteed for Two (2) Years. Unless there is a change with OPERS Contribution Rates the increase per meal will be reflective of the change.

Inmate Daily Population	Price Per Meal
0-200	\$1.44552
201-225	\$1.30451
226-250	\$1.24359
251-275	\$1.18104
276-300	\$1.13539
301-Plus	\$1.09008

3.1.2 Year Three (3)

The price per meal in Year 3 shall be the amount of Year 1 & 2, plus an increase of 2%.

Inmate Daily Population	Price Per Meal
0-200	\$1.47339
201-225	\$1.32956
226-250	\$1.26742
251-275	\$1.20362
276-300	\$1.15706
301-Plus	\$1.11084

3.1.3 Year Four (4)

The price per meal in Year 4 shall be the amount of Year 3, plus an increase of 2%.

Inmate Daily Population	Price Per Meal
0-200	\$1.50182
201-225	\$1.35511
226-250	\$1.29173
251-275	\$1.22665
276-300	\$1.17916
301-Plus	\$1.13202

3.1.4 Year Five (5)

The price per meal in Year 5 shall be the amount of Year 4, plus an increase of 2%.

Inmate Daily Population	Price Per Meal
0-200	\$1.53081
201-225	\$1.38117
226-250	\$1.31652
251-275	\$1.25015
276-300	\$1.20170
301-Plus	\$1.15362

3.2 ABL will offer employment to any current County Food Service full-time employees employed at the time the Contract is executed. Any current County Food Service full-time employees who accept offers of employment with ABL at the time the Contract is executed may be "public employees" for the purposes of and as defined in Ohio Revised Code Section 145.01(A) (2), and ABL shall cooperate with Delaware County in seeking any necessary determinations from the Ohio Public Employee Retirement Board and administering Chapter 145 of the Ohio Revised Code. ABL will be solely responsible for continuation of contribution report submission and payment for any such employees who elect to continue to contribute to the Ohio Public Employee Retirement System in accordance with Chapter 145 of the Ohio

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

Revised Code. The employer and employee contribution rates will be set by the Ohio Public Employee Retirement System Board as permitted by statute.

3.2.1 The above pricing includes \$0.052 cents per meal to cover the \$8,654.46 annual contribution payment to the Ohio Public Employee Retirement System (OPERS) for two (2) carryover public employees retained on ABL Management's payroll.

3.2.2 If one (1) County employee elects to terminate membership in OPERS, the price per meal will be decreased by \$0.026 cents per meal.

3.2.3 If two (2) County employees elect to terminate membership in OPERS, the price per meal will be decreased by \$0.052 cents per meal.

3.3 Maintenance Program

The Maintenance Program for the Kitchen Equipment is included in the Price Per Meal.

3.4 Staff Meal Program: \$1.30 per Meal

ABL will offer a Staff Menu Program with a fixed menu and Daily special items

3.5 Kitchen Equipment

ABL Management will provide \$5,000.00 worth of new equipment for an additional \$0.02 cents per meal.

3.5.1 BUY BACK CLAUSE

Title to all kitchen equipment and service wares purchased by ABL for the purpose of this agreement will immediately vest to Delaware County upon purchase and installation. The cost of the kitchen equipment and service wares plus interest will be amortized over a five (5) year period.

3.6 Chef's Grill

ABL Management, Inc. will offer our Chef's Grill Program for inmates. Costing and Commission will be developed with the Jail Director upon award of contract. The range of commission can be from 5 percent to 10 percent depending on the product served and the price charged to the inmate.

3.7 ABL will also provide the following for the price per meal listed:

1. An ON-SITE Food Services Director and the Hourly Supervisors.
2. Payment of all fringe benefits for the ABL Management, Inc. employees;
3. Payment of all permit, license and insurance costs;
4. Provision of uniforms and nametags for all ABL Management, Inc. employees;
5. Purchase of all food products and other supplies required to provide the meals hereunder; and,
6. Preparation and serving of proposed menu to residents of the jail at the direction of the Sheriff and/or designee, in compliance with Jail regulations and scheduling. The Scale above represents the total amount of meals served regardless if it is Inmate, Visitors or Staff.

3.8 ABL shall invoice the County on the first day of every week for the preceding week. The County shall remit payment within thirty (30) days after receipt of invoice.

Such payment shall be sent to:

ABL Management, Inc.
P. O. Box 613128
Memphis, TN 38101-3128

3.9 ABL agrees to provide additional meals as mutually agreed upon at prices mutually agreeable.

3.10 ABL agrees to make the fullest use of the USDA donated commodities when they are available, wholesome and appropriate for menu purposes.

3.11 ABL reserves the right to refuse acceptance of any commodities which are contaminated or in excessive amounts.

3.12 The utilization of USDA donated commodities is subject to the following requirements:

1. ABL will properly handle, store and prepare all commodities.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

2. A weekly inventory shall be taken of all commodities by ABL. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week.
 3. Commodities received will be used solely for the benefit of those persons in the Jail.
 4. ABL shall credit to the County weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.
 5. All commodity records, including inventory, offering forms and commodity receipts, will be kept by ABL for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the Jail
Kitchen or at ABL's office in Baton Rouge, Louisiana. At the end of the contract year, commodity records will be turned over to the County.
4. **TERM AND TERMINATION:**
- 4.1 TERM:** The term of this Agreement shall be an initial term of two (2) years, with three (3) additional one (1) year renewable periods as approved by both Parties, unless this Agreement is terminated or notice of termination is given as set forth in this Article. Prices in this Agreement will be fixed for the first two years of the Agreement.
- 4.1.1 RENEWAL:** Upon each subsequent renewal of the Agreement pursuant to paragraph 4.1 an increase in the price per meal shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal.
- 4.2 TERMINATION:**
- 4.2.1 Termination for Convenience:** Either Party may terminate this Agreement at any time and for any reason by giving at least ninety (90) days advance notice, in writing, to the other Party. ABL shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.
- 4.2.2 Breach or Default:** Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, ABL shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.
- 4.2.3 Effect of Waiver of any Occurrence of Breach or Default:** The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Agreement or such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.
5. **ACCESS AND RECORDS:**
- 5.1** ABL shall keep full and accurate accounts of sales and meal count records in connection with the meals covered by this Agreement. All such records shall be retained by ABL for a period of three (3) years at ABL's Corporate Office in Baton Rouge, Louisiana, and may be audited by the County at any time during regular working hours.
- 5.2** ABL, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, ABL shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
6. **CONFLICT OF INTEREST:** ABL covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of this

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015**

Agreement. No person having any such interest shall be employed by ABL. In addition, no officer, agent or employee of the County shall participate in any decisions relating to this Agreement, which affect his/her personal interest of any corporation, partnership or association in which he/she is directly interested or has any personal or pecuniary interest.

7. **QUALITY CONTROL:** ABL shall provide to the County in advance, a twenty-eight (28) day menu and daily menus for review. Such menus shall be followed without substantial deviation unless agreed to by the County. Such menus shall include, at no extra charge, requested requirements for special diets for religious and medical reasons as approved by the County.
8. **INDEPENDENT CONTRACTOR STATUS:** The parties do hereby acknowledge that ABL is retained to provide the services set forth in this Agreement as an independent contractor, and in no way shall the employees, agents or officers of ABL be considered employees of the County.
9. **INCORPORATION OF PROPOSAL:** In addition to the rights, duties and responsibilities set forth in this Agreement, ABL shall perform its duties in accordance with the Proposal for the County by ABL and the County Request for Proposal. Wherever any of the terms and conditions set forth in ABL's Proposal, the County Request for Proposal, or this Agreement conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:
1. This Agreement,
 2. The County Request for Proposals,
 3. ABL's Proposal.
10. **DAMAGES:** In the event of a breach of this Agreement by either party hereto resulting in damages to the other party that party may recover from the party breaching the Agreement any and all damages that may be sustained.

10.1 Damages in the Event of Default

The County declares and ABL acknowledges that the County may suffer damages due to the failure of the ABL to act in accordance with the requirements, terms, and conditions of the Agreement. The County declares and ABL agrees that such failure shall constitute an event of default on the part of ABL and ABL agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. ABL agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by ABL.

11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Ohio. The parties do hereby contract and agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the appropriate court of the State of Ohio, Delaware County. The parties do hereby agree to submit themselves to the jurisdiction of such court and do hereby agree to waive any defenses they may have to lack of jurisdiction over the person or subject matter. The parties do hereby further consent and stipulate that venue shall be proper in Delaware County, Ohio in any such actions. The parties further stipulate that all obligations or duties to be performed under the terms and conditions of this Agreement are performable in Delaware County, Ohio.
12. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows and shall be effective on the date received:

To: Sheriff and/or designee
Delaware County Sheriff's Office
844 U.S. 42 North
Delaware, OH 43105

To: Mr. John D. Appleton
Chairman, President and CEO
ABL Management, Inc.
11224 Boardwalk, Suite B 1-5
Baton Rouge, LA 70816

13. **MUTUAL CONSENT TO CHANGE OF DUTIES:** The duties of ABL may be changed from time to time by the mutual consent of the parties hereto. Any such change of duties shall be documented in writing and signed by both of the parties hereto. Notwithstanding any such change, the duties of ABL shall be construed as continuing under this Agreement as modified.
14. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective between ABL and the County upon the date of the signing of the last signature of the parties signing this document. However, the actual one-year term of this Agreement shall not begin to run until the first day ABL begins providing meals at the Jail.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

15. ADDITIONAL CONTRACT STIPULATIONS:

15.1 ABL Management, Inc. will work with the Director to develop a form for the receiving and reporting of accurate meal counts.

15.2 Delaware County Sheriff's Office staff will come to the kitchen to pick up their meals and pay ABL Management the negotiated price per meal.

15.3 ABL Management will submit a weekly invoice to the Delaware County Jail reflecting the preceding weeks food services detailing the exact number of meals served on a daily basis as follows.

- 1. Actual number of Adult Inmate Meals served averaged daily
- 2. Any additional food or beverage services as required.

15.4 All food products and supplies will be checked in as soon as they arrive at the facility and stored following Federal, Ohio State and Delaware County regulations and Health Department requirements.

15.5 ABL Management and Delaware County Sheriff's Office will conduct a joint inventory of the products on hand. ABL Management will keep a running inventory of the product and credit weekly usage off the weekly invoice.

15.6 Inmate workers will not have access to the use of knives or sharps in the kitchen area.

15.7 Correction officers will be the only ones permitted to with the authority to search kitchen inmates entering and leaving the food service area.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-727

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 9:50 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-728

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:38 AM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

1:30 PM Work Session

Tiffany Jenkins, Director of Environmental Services

1. Code Compliance Department

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 15, 2015

June 16, 2015
Work Session
1:30 PM

Tiffany Jenkins, Director of Environmental Services

1. Sewer Master Plan

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners