

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

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

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

**1
RESOLUTION NO. 17-184**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 16, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 16, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2
PUBLIC COMMENT**

**3
ELECTED OFFICIAL COMMENT**

**4
RESOLUTION NO. 17-185**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0222 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0222:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0222, Procurement Card Payments in batch number PCAPR0222 and Purchase Orders as listed below:

PR Number	Vendor	Line Description	Account	Amount	Line
R1702279	INSPEC COATINGS INC	CDBG PY16 ASHLEY WATER TOWER PROJECT	23011705 - 5365	\$215,000.00	0001
R1702388	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL - CALCIUM NITRATE	66211903 - 5290	\$143,000.00	0001
R1702388	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL - CALCIUM NITRATE	66211904 - 5290	\$168,000.00	0002
R1702388	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL - CALCIUM NITRATE	66211906 - 5290	\$ 22,000.00	0003
R1702388	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL - CALCIUM NITRATE	66211907 - 5290	\$ 6,000.00	0004
R1702388	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL - CALCIUM NITRATE	66211911 - 5290	\$ 25,000.00	0005
R1702395	HDR ENGINEERING INC	SEWER MASTER PLAN	66711901 - 5301	\$ 39,650.17	0001
R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - OECC	66211903 - 5328	\$ 5,305.00	0001
R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - ALUM CREEK	66211904 - 5328	\$ 5,009.00	0002
R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - LOWER SCIOTO	66211905 - 5328	\$ 1,952.00	0003
R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - TARTAN	66211906 - 5328	\$ 750.00	0004

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - SCIOTO RESERVE	66211907 - 5328	\$ 1,314.00	0005
R1702416	OHIO CAT	ANNUAL GEERATOR SERVICE - SCIOTO HILLS	66211910 - 5328	\$ 625.00	0006
R1702416	OHIO CAT	ANNUAL GENERATOR SERVICE - NORTHSTAR	66211911 - 5328	\$ 1,925.00	0007
R1702457	STANTEC CONSULTING INC	LIBERTY SAWMILL - ENGINEERING SERVICES	66711908 - 5301	\$111,661.81	0001
Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell Aye

5**RESOLUTION NO. 17-186****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Commissioners' Office is requesting that Jane Hawes attend a Public Information Training Event at the Franklin County EMA Office May 18-19, 2017; at the cost of \$20.00 (fund number 10011139).

The Commissioners' office is requesting that Seiji Kille attend a Fraud Conference in Columbus, OH from May 16-17, 2017 at the cost of \$456.80 (fund number 10011102).

The Juvenile Court is requesting that Jeff Harlan attend the National CASA Annual Conference in Seattle, Washington from March 10-14, 2017 at the cost of \$4,000.00 (fund number 27426314).

The Child Support Enforcement Agency is requesting that Joyce Bowens attend the Columbus District Meetings in various counties on various dates at the cost of \$60.00 (fund number 23711630).

The Child Support Enforcement Agency is requesting that Joyce Bowens and Maren Aikey attend a Behavioral Economics Training in Chillicothe, Ohio on March 15, 2017 at no cost.

The Regional Sewer District is requesting that Kelly Thiel, Erik McPeek and Cory Smith attend a One Water Government Affairs and Regulatory Workshop in Lewis Center, Ohio on March 9, 2017 at a total cost of \$580.00 (fund number 66211902).

The Emergency Communications Department is requesting that Catharine Dobyms attend a NENA/ADCO Ohio Chapter Conference in Sandusky, Ohio from April 9-12, 2017 at the cost of \$729.00 (fund number 21411306).

The Emergency Communications Department is requesting that Kaylyn Heading, Katrina Low and Marcus Chapman attend a Critical Incident Stress-Public Safety Group in Hilliard, Ohio on May 19, 2017 at the cost of \$597.00 (fund number 21411306).

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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6**RESOLUTION NO. 17-187****IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JANUARY 2017:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept the Treasurer's Report for the month of January 2017.

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

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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7**RESOLUTION NO. 17-188****IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

Whereas, Resolution No. 15-525 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for The Ribov #620 Watershed Drainage Improvement Petition Project; and

Whereas, the resolution references the date of March 9, 2017 for filing of the reports, plans and schedules; and

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 Ribov #620 Watershed Drainage Improvement Petition Project; and

Therefore Be It Resolved that the Board of County Commissioners approves March 9, 2018 as the date for filing of the reports, plans, and schedule for the Ribov #620 Watershed Drainage Improvement Petition Project.

Further Be It Resolved, upon filing of the reports, plans, and schedule for the Ribov #620 Watershed Drainage Improvement 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 Ribov #620 Watershed Drainage Improvement Petition Project.

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

**8
RESOLUTION NO. 17-189**

IN THE MATTER OF APPROVING A NEW FUND, NEW ORGANIZATION KEY AND A SUPPLEMENTAL APPROPRIATIONS FOR THE DOMESTIC RELATIONS COURT:

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

New Fund			
251	Domestic Relations Computer Fund		
New Organization Key			
25123202	Domestic Relations Computer Fund		
Supplemental Appropriation			
28329206-5361	Common Pleas Guardian Ad Litem/Attorney Services		19,000.00

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

**9
RESOLUTION NO. 17-190**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY DOG WARDEN OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, 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 Dog Warden's Office to expend county monies for the purchase of a new automobile; and

WHEREAS, the automobile is available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new automobile to be used by the Dog Warden or his employees for the following reasons: (1) existing automobile has reached the end of the useful service life; (2) a new automobile is necessary to provide safe and reliable transportation for the Dog Warden and his employees; and (3) a new automobile will ensure optimal service, safety, and security for the citizens of Delaware County.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

Section 2. The Board hereby approves the purchase of one (1) 2017 Ford F150 vehicle at a cost of \$25,713.65 per vehicle from Middletown Ford and declares that the purchase of said vehicle shall be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901017, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the Dog Warden to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 20411305-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Dog Warden and the County Auditor.

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

**10
RESOLUTION NO. 17-191**

IN THE MATTER OF APPROVING THE PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC., THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND DELAWARE COUNTY ADULT PROBATION:

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

Whereas, Delaware County Adult Probation recommend approval of the Print Service Rental Agreement between MT Technologies, Inc., the Delaware County Board of County Commissioners and Delaware County Adult Probation;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Print Service Rental Agreement between MT Technologies, Inc., the Delaware County Board of County Commissioners and the Delaware County Adult Probation:

**Exclusive Print Service Rental Agreement Between
MT Technologies, Inc. and the Delaware County Adult Court Services**

Parties to the Agreement

This Agreement is made and entered into this 16th day of February, 2017, by and between MT Business Technologies, Inc., whose address is 1150 National Parkway, Mansfield, Ohio 44906 (hereinafter, “MT”), the Delaware County Board of County Commissioners whose address is 101 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Adult Court Services whose address is 22 N. Court Street, Delaware, Ohio 43015, (hereinafter, “Customer”) (hereinafter, collectively referred to as the “Parties”).

- 1. PURPOSE OF AGREEMENT**
The purpose of this Agreement is to state the covenants and conditions under which MT will rent to Customer, and the Customer will rent from MT, a Ricoh 2352 SPF Copier and a Cabinet (“equipment”). Further, MT will provide attendant maintenance and services for the Equipment. The following equipment will be returned: May 16, 2020.
- 2. TERM**
This Agreement shall be effective as of February 16, 2017, and shall be for a term of 39 months.
- 3. RENEWAL**
Upon written agreement of the Parties, this Agreement may be renewed for a successive 39-month term, subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties.
- 4. SCOPE OF SERVICES/DELIVERABLES**
 - a.** MT will deliver the Equipment to Customer at the address(es) indicted by customer. MT will service and maintain the Equipment at its location in Customer’s office.
 - b.** The equipment is the sole property of MT, together with additions, replacements, or substitutions therefore. Customer shall not make any alterations to the Equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the Equipment.
 - c.** In the event of loss or damage of any kind to the Equipment herein leased, Customer, at the option of MT, shall (a) repair the unite to a condition of good repair, condition, and working order, or (b) replace the same with like equipment in good repair, condition, and working order, at no additional cost to the Customer. Repair or replacement will take place within a reasonable time upon MT’s receipt of notice of the malfunction.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

- d. MT shall provide, without additional charge, all maintenance services which are required in order to maintain the Equipment in good working order, during the regular business hours of MT. Services required outside regular business hours will be charged to the Customer in accordance with MT's reasonable customary rates. Shipping and handling charges may be assessed to the Customer for supplies which are sent to the Customer and which are not contemplated by this Agreement.
- e. Each Party agrees to be responsible for any damages or losses caused to the lease Equipment solely by its own negligence, actions, inactions, or omissions.

In the event of any loss, damage, injury, or harm to any person or any property, real or personal, regardless of owner, arising out of or resulting in whole or in part from any negligence, actions, inactions, or omissions of MT or otherwise related to the performance of this Agreement, MT shall assume full responsibility for, shall indemnify and hold free and harmless, the Customer, the Delaware County Board of County Commissioners, and Delaware County from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses arising from such loss, damage, injury, or harm.

- f. Payment for Equipment rental and services during the term shall be made by Customer in accordance with the schedule for prints made from the Equipment as follows:
Monthly Rental: \$149.00
 - Each Black and White Print: .016 (one cent), which includes 2,000 black and white pages per month
 - Black toner is included in the above stated price schedule
 - Color copies are not included in this Agreement.
 - All supplies will be provided by MT
- g. Customer agrees to use only MT approved supplies with the Equipment and to provide MT with access to the Equipment, attachments, and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.

5. INVOICING

MT invoices will be mailed to Customer monthly. Payment under this Agreement shall be paid based on invoices, and shall not be paid in the absence of an invoice compliant with the terms of this Agreement. Invoices shall be submitted to the Customer on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Customer may request additional documentation to substantiate said invoices and MT shall promptly submit documentation as needed to substantiate said invoices.

The terms are net thirty (30) days. Carrying of 1 ½% per month shall be applied on any balance not paid within the 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this Agreement.

A. MAXIMUM PAYMENT:

The maximum amount payable pursuant to this Agreement is \$5811.00 It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

6. OVERPAYMENTS

In case of overpayment, MT agrees to repay the Customer the amount of overpayment to which it is entitled.

7. TAXES

The Customer is a political subdivision or a department thereof and is tax exempt. MT therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the services that MT provides to the Customer pursuant to this Agreement.

8. WARRANTY

MT warrants that the Equipment, when installed, will be in a satisfactory working condition fit for the purposes to which the Equipment is ordinarily used. MT warrants that it will provide all necessary and regular maintenance and servicing for the Equipment, in order to maintain the Equipment, during the term of this Agreement, in a satisfactory working condition fit for its ordinary purposes. MT warrants that the maintenance services it provides pursuant to this Agreement are warranted, performed properly and are free from defects. MT, without cost to the Customer, shall promptly correct any service that it provides pursuant to this Agreement that has not been properly performed or is defective.

MT further warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing services under this Agreement are properly trained and/or licensed to be performing the tasks that they will be performing under this Agreement.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

MT disclaims liability for consequential damages in the event of the failure of MT to perform any obligation under this Agreement or for any liability to perform any obligation hereunder caused by reasons beyond the control of MT.

9. TERMINATION

A. 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, MT shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

If the contract is terminated by either party, MT may, at its option, enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not then fully paid for.

B. Waiver

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 any Party fails to perform an obligation or obligations under this Agreement and 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 any Party shall be authorized in writing and signed by an authorized Party representative.

C. Liquidated Damages

If the Customer terminates this Agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of MT's alternative remedies for damages, pay MT as liquidated damages and not as a penalty that amount indicated as the Monthly Rental (above) multiplied by the number of months of unexpired rental time remaining under this Agreement, together with prior amounts in default, if any.

10. ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, MT shall make available to any and/or all the above named Parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Customer and the above named parties shall be permitted by MT to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all documents relating to all matters covered by this Agreement.

MT, for a minimum of three (3) yeas 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 the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this agreement, MT 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. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state, local, and/or Customer personnel.

A. CONFIDENTIALITY: MT, including any and all employees, officers, and agents, agrees to maintain the confidentiality of all information that he/she receives because of interaction with the Customer subject to disclosures made pursuant to Ohio Public Records Law.

11. INDEMNIFICATION

MT shall provide indemnification as follows:

a. To the fullest extent of the law and without limitation, MT agrees to indemnify and hold free and harmless the Customer, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent, or accidental, actual or threatened, intentional or unintentional,

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

known or unknown, realized or unrealized, related in any manner, in whole or in part, to MT's, any subcontractor's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of MT, any subcontractor, including, but not limited to the performance, actions, inactions or omissions of MT's, any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) MT agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that MT shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. MT further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that MT shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

b. MT shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts, inactions, or omissions negligent or accident, actual or threatened, intentional or unintentional of the Contracted Parties.

12. INSURANCE

a. General Liability

MT shall maintain commercial general liability insurance of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

b. Automobile Liability Coverage

MT shall maintain automobile liability insurance of \$1,000,000 for each accident. Such coverage shall include coverage for owned, hired, and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

c. Worker's compensation Coverage

MT shall maintain worker's compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

d. Additional Insured

The Customer and the Delaware County Board of County Commissioners shall be named as an additional insured with respect to all activities under this Agreement in the policies required by subsections (a) and (b). MT shall require all of its subcontractors to provide like endorsements.

e. Proof of Insurance

Prior to the commencement of any work under this Agreement, MT, and all of its subcontractors, shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement and properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection (d). Certificates of insures shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the Customer. MT will replace certificates for any insurance expiring prior to the expiration of the term under this Agreement.

13. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. INDEPENDENT CONTRACTOR

MT agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

MT assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

MT and/or its board members officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Customer or Delaware County, Ohio.

15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ OPERS FORM

The Customer is a public employer as defined in R.C. § 145.01(D). The Customer has classified MT as an independent contractor or another classification other than public employee. As a result, no

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017

contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of MT and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. MT acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If MT is an individual or has less than five (5) employees, MT, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Customer shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If MT has five (5) or more employees, MT, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the Form:

Signature

Printed Name

16. SUBSEQUENT HIRING OF MT EMPLOYEES

Customer shall not hire, solicit for hire, or aid any third party in hiring any current MT employee for a period of one (1) year following performance of any MT employee service.

16. CAMPAIGN FINANCE- COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Agreement as Exhibit B and by this reference is made a part of this Agreement.

17. EQUAL OPPORTUNITY

In fulfilling the obligations and duties of this Agreement, MT shall not discriminate against any employee of applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

MT shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

MT agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that MT complies with all applicable federal and state non-discrimination laws. MT shall incorporate the foregoing requirements of this section in all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. DRUG FREE ENVIRONMENT

MT agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free workplace policy. MT shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. FINDINGS FOR RECOVERY

MT certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Signature

Printed Name

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017

20. NOTICES

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered; sent via certified United States Mail, return receipt requested; sent via a nationally recognized and reputable overnight courier, return receipt requested; or via facsimile, confirmation of receipt required, to the following individuals at the following addresses and shall be effective on the date received.

Customer:

Kay Baglione
Delaware County Adult Court Services
22 N. Court Street
Delaware, Ohio 43015

And

Ferzan M. Ahmed, County Administrator
Delaware County Board of County Commissioners
101 N. Sandusky Street,
Delaware, Ohio 43015

MT

Joe Monastra
MT Business Technologies, Inc.
1150 National Parkway
P.O. Box 37
Mansfield, Ohio 44901

21. GOVERNING LAW

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

22. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

23. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

24. INTERPRETATION

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

25. SIGNATURES

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

26. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

11
RESOLUTION 17-192

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017

DEPARTMENT OF ENVIRONMENTAL SERVICES AND AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

MEMORANDUM OF UNDERSTANDING
between
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES,
Employer;
and
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME),
OHIO COUNCIL 8, AFL-CIO, LOCAL 2896
Union.

Whereas the Delaware County Department of Environmental services (“Employer”) and the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO, Local 2896 (“Union”) are parties to a collective bargaining agreement (“CBA”) negotiated by and between the parties and filed with SERB in Case No. 2016-MED-09-0961; and

Whereas the CBA contains “Article 2 – Recognition,” Section 2.1 (Classifications), which includes a description of the composition of the certified bargaining unit;

Now therefore, the Employer and the Union hereby agree that Article 2, Section 2.1 of the CBA shall be modified as follows (changes shown in legislative draft format):

ARTICLE 2 - RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and part-time employees of the Delaware County Department of Environmental Services in the following classifications: Building and Grounds Technician, Chemist, Collection System Technician, Custodian, Electronic Maintenance Technician I, Electronic Maintenance Technician II, Inspector, Lead Collection System Technician, Lead Maintenance Technician, Lead Operator, Maintenance Technician I, Maintenance Technician II, Package Plant Operator, Regional Wastewater Facility Operator, and Truck Driver. Excluded from the bargaining unit are all management-level employees, confidential employees, and supervisory employees as defined in the Act including the Director, Sanitary Engineer, Deputy Director, Operations Superintendent, Assistant Operations Superintendent, Operations Manager, Operations Manager Class IV, Maintenance Manager, Collections System Manager, Administrative Coordinator, Construction Coordinator, Administrative Assistant I, Staff Engineer II, and Staff Engineer I.

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Memorandum of Understanding to be signed and hereby executed on this 23rd day of February, 2017.

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

12

RESOLUTION NO. 17-193

IN THE MATTER OF APPROVING AMENDMENT 1 TO THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR GLENMEAD:

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

Whereas, the Board of County Commissioners approved the original Subdivider’s Agreement on August 4, 2016 per resolution 16-760;

WHEREAS, the Sanitary Engineer recommends approval of Amendment 1;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve Amendment 1 to the Subdivider’s Agreement for Glenmead.

AMENDMENT NO. 1 TO SUBDIVIDER’S AGREEMENT
GLENMEAD
DELAWARE COUNTY SANITARY ENGINEER

THIS AMENDMENT NO.1 to the Original Agreement, approved on August 4, 2016, by Resolution No. 16-760, is made and entered into this 23rd day of February 2017, by and between **Romanelli & Hughes**, (the “Subdivider”) and the **Board of County Commissioners of Delaware County, Ohio** (the “County”), and shall amend by substitution, replace, and supersede the Original Agreement.

RECITALS

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

WHEREAS, the Original Agreement approved capacity for 39 single family residential lots to be constructed as part of "Sanitary Improvement Plan for Glenmead Section 1" and,

WHEREAS, the Sanitary Engineer recommends amending the Original Agreement to also include the following sections of the Glenmead Development: (Section 1 Phase A, and Section 1 Phase B), and

WHEREAS, the Sanitary Engineer also recommends editing the wording of portions of the Original Agreement in order to clarify the approved capacities for each Section of the development,

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Amendment, the SUBDIVIDER and the COUNTY mutually agree to the following:

SECTION I: INTRODUCTION

This Agreement is entered into by and between **Romanelli & Hughes**, hereinafter called "Subdivider", and the **Delaware County Board of Commissioners** (hereinafter called "County Commissioners" or "County") as evidenced by the **Final Subdivision Plats for Glenmead Section 1, Phase A and Glenmead Section 1, Phase B** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Improvement Plan For Glenmead Section 1**, dated **11/17/15**, and approved by the County on **January 7, 2016**, and as revised by CT Consultants on **07/18/16**, and approved by the Sanitary Engineer on **July 18, 2016**, 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 **9** single family residential equivalent connections approved for Glenmead Section 1 Phase A, and **30** single family residential equivalent connections approved for Glenmead Section 1 Phase B with this Agreement. Capacity shall be reserved for one year from the date of Revision No. 1 to 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 plats 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 (**\$168,155.50**) 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 plats, 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.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance of each Section/Phase/Part, 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 for that Section/Phase/Part.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Improvement Plan For Glenmead Section 1**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Improvement Plan For Glenmead Section 1 (\$5885.44)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$14,325.00** estimated to be necessary to pay the

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

cost of inspection for **Glenmead Section 1** 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 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 \$600.00 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 \$600.00 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 **Sanitary Improvement Plan For Glenmead Section 1** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Amendment No. 1 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format. If each or any Section/Phase/Part is accepted separately, Subdivider agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **Glenmead Section 1** Sanitary Sewer Improvement Plan with the last final acceptance.
- (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 each Section/Phase/Part of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

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

SECTION VIII: SIGNATURES

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

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

13

RESOLUTION NO. 17-194

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR LIBERTY BLUFF SECTIONS 1 & 2:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider's Agreement for Liberty Bluff Sections 1 & 2.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 23rd day of February 2017, by and between **Liberty Bluff Development Company LLC, an Ohio Limited Liability Company**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Final Subdivision Plat for Liberty Bluff Sections 1 & 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Liberty Bluff Sections 1 & 2**, dated **May 20, 2016**, and approved by the County on **February 6, 2017**, 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 **68** 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 (**\$567,605.15**) 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 **Sanitary Sewer Improvement Plan for Liberty Bluff Sections 1 & 2**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvement Plan for Liberty Bluff Sections 1 & 2 (\$19,866.18)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$48,225.00** estimated to be necessary to pay the cost of inspection for **Liberty Bluff Sections 1 & 2** 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 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 \$600.00 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 \$600.00 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 **Sanitary Sewer Improvement Pan for Liberty Bluff Sections 1 & 2** 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

1. "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

County shall be strictly permissive and within the County’s sole discretion.

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

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

SECTION VIII: SIGNATURES

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

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

14

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- A job well done to Auditor Kaitza, Director Mike Frommer, bond council, and Umbaugh for their work with the sewer bonds
- Will be attending the OCMA conference today and tomorrow
- Sheriff Martin’s dispatch team recently was awarded the 2016 Double Gold Star Award for Team Performance

15

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

- Attended the Bridges Community Action meeting last night. H.E.A.P. is the most use program from them in Delaware County

Commissioner Merrell

- Regional Planning meeting is tonight at 6:30 PM
- Compliments to Ferzan and Director David Dombrosky (of JFS) for handling a voicemail left on his phone
- Discussion: Community Enhancement Grants for 2017... Should we have them this year? Members of the Board agreed to proceed. Ferzan will work on getting a dollar amount.
- Discussion: Medicare/Medicaid question. Would the Board like to do a resolution of letter of support to send to legislature? Clerk to the Board, Jennifer will work on getting something together.

Commissioner Benton

- Compliments to Mike Frommer on the sewer master plan
- Wishing Suzanne Dulaney a speedy recovery
- Will be attending a MODE event tomorrow
- Friday the Delaware, Morrow Mental Health & Recovery Services Board will be meeting with legislators
- John Watkins, former Marion County Commissioner among other things, passed away suddenly last week. He will be missed.

16

RESOLUTION NO. 17-195

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:10 AM.

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

RESOLUTION NO. 17-196

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 10:50 AM.

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

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2017**

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners