

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 2017

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RESOLUTION NO. 17-1004

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting that Carolyn Morris and Steven Sikora attend a CFIS ‘Shifting into Overdrive’ Users Conference 2017 in Columbus, Ohio from October 23-24, 2017 at the cost of \$327.20.

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

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RESOLUTION NO. 17-1005

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM POWELL 76 LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a new liquor license request from Powell 76 LLC, located at 76 W Powell Road, Lewis Center, OH 43035;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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RESOLUTION NO. 17-1006

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE CLARKSHAW DRAINAGE IMPROVEMENT PETITION FILED BY CLARKSHAW LLC AND OTHERS:

It was moved by Mr. Merrell, seconded by Mr. Benton to adopt the following resolution:

WHEREAS, on August 8, 2017, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by CLARKSHAW LLC and Others, to:

-generally improve the drainage, subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and/or subsurface drainage mains as requested by this petition.

-the following is the course and termini of said proposed improvement, to wit: Commencing at the southern property line of an original 57.078 acre parcel conveyed to Clarkshaw, LLC in Official Record 1394, Page 539.

Thence south across a 5.98 tract owned by Susan Massaro Jackson (PIN 41933002061000) to a point where an adequate and sufficient outlet is provided.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **Monday November 6, 2017 at 1:30P.M. (at the southern terminus of Landgate Drive)** be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Thursday January 25, 2018 at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

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11**RESOLUTION NO. 17-1010**

IN THE MATTER OF APPROVING A LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE ORANGE TOWNSHIP BOARD OF TRUSTEES TO ACCOMMODATE DELAWARE COUNTY EMS AT 6226 THIRD STREET, LEWIS CENTER, OHIO 43035:

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

Whereas, the Chief of Emergency Medical Services recommends approval of the Lease Agreement;

Therefore, Be It Resolved, that the Board of Commissioners approves the Lease Agreement To Accommodate Delaware County EMS at 6226 Third Street, Lewis Center, Ohio 43035:

LEASE AGREEMENT

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio, (hereinafter referred to as "Township") desires to permit use of a portion of it's facilities located in Orange Township at 6226 Third Street, Lewis Center, Ohio 43035 by the Delaware County Emergency Services; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (hereinafter referred to as "County") desires to make use of a portion of Township 's facilities for the provision of Emergency Medical Services to Southern Delaware County, including Orange Township;

NOW THEREFORE, this Agreement is made and entered into by and between the Township and the County; Witnesseth:

1. County hereby leases from Township, and Township hereby leases to County the entire building located at 6226 Third Street, Lewis Center, Ohio 43035 and lots 12 and 18 as shown on the plat of Lewis Center (hereinafter collectively referred to as the "Facilities") for use as a base of operations for the provision of Emergency Medical Services (hereinafter "EMS"), and no other purpose(s) , for a period of one (1) year beginning October 20, 2017 and ending October 19, 2018.
 2. Township and County specifically agree that lot 17 of the plat of Lewis Center, also owned by Township, is not included within the Facilities, and shall remain subject to use and control of Township as determined by Township in its' sole discretion .
 3. County shall pay Township, at the Township Fiscal Office, 1680 E. Orange Road, Lewis Center, Ohio 43035, or at such other place as the Township shall designate from time to time in writing, as rental for such use of the premises, the annual sum of Eight Thousand Six Hundred Forty Dollars (\$8,640.00), in equal monthly installments of Seven Hundred Twenty Dollars (\$720.00), each payable in advance on the first of each month, beginning on October 1, 2017.
 4. In addition to the previously provided monetary rental , County agrees to provide, as a portion of its consideration herein, an EMS level of service from such facility to Southern Delaware County, including Orange Town- ship. Such level of service shall be defined to include the placement of squad vehicles, staffed by a minimum of two (2) state certified EMT-P trained and one (1) state certified EMT-I trained personnel. (The terms EMT-P and EMT-I shall have the same meaning as provided by state law and shall further include any changes incorporated into such term(s) by amendments to state law, including substitution of equivalent designation(s) if use of such current term(s) is discontinued.) Such service shall be provided on a twenty-four (24) hour basis, seven (7) days per week during the entirety of the term of this Agreement.
 5. County shall have the full right to control the Facilities and to construct and make repairs and/or install additions, fixtures and improvements to the Facilities, at County's sole cost and expense, upon the prior written con- sent of Township. Township shall have no obligation or liability to make any repair or improvement, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures or improvements to the Facilities. All contractors of County performing such work shall be properly licensed and all necessary permits shall be obtained prior to any work being done. All work shall be performed in accordance with all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of those governments.
- Any such repairs, additions, fixtures or improvements except movable furniture and like furnishings shall, without compensation to County, be the property of Township and remain upon the Facilities as a part thereof , and be surrendered with the premises upon the termination of this Lease, or upon failure of County to pay or perform the rents and covenants of this lease agreement to be paid or performed by County. County shall permit Township and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.
6. County shall be responsible for, and shall pay for, all necessary maintenance , interior and exterior, of the Facilities, for the payment of all utility charges for utility services provided to the Facilities and for the payment,

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prior to delinquency, of all real estate taxes and installments of special assessments coming due during the lease term on the Facilities.

7. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments through- out the term of this lease agreement, and without cost to Township. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

8. Township shall maintain fire and extended coverage insurance upon the building located within the Facilities.

9. County shall not assign this lease, nor sublet the Facilities or any portion thereof, nor use the same, or any part thereof, nor permit the same or any part thereof to be used for any other purpose than as above stipulated, without the written consent of the Township.

10. All personal property and/or fixtures placed or moved in or upon the Facilities above described shall be at the risk of the County or owner thereof, and Township shall not be liable for any damage to said personal property and/or fixtures. Neither shall Township be liable to County for any damages resulting from the inability of County to make use of the Facilities by reason of bursting or leaking water pipes, fire, natural disaster, or any other cause.

11. County shall maintain for the full term of this Agreement, self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00). Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio and shall provide that the insurer will give Township written notice at least thirty (30) days prior to the effective date of cancellation. Township shall be named as an additional insured in such self-insurance program and/or general liability insurance policies and County shall provide proof of the same to the Township upon demand.

12. If any term, covenant or condition of this lease agreement shall be invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired

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

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RESOLUTION NO. 17-1011

IN THE MATTER OF APPROVING A LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY FACILITIES MANAGEMENT, AND PITNEY BOWES INC, ENTERED INTO PURSUANT TO THE MASTER LEASING AGREEMENT DATED 03/01/2017 BY AND BETWEEN THE STATE OF OHIO, BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES AND PITNEY BOWES INC. FOR A MAIL MACHINE:

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

Whereas, the Manager of Facilities recommends approval of a lease agreement for a Mail Machine:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following lease agreement for a Mail Machine:

Exhibit A

**LEASE SCHEDULE No. _____ TO MASTER LEASING AGREEMENT
(the "Master Leasing Agreement")**

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 111 800547

1. Terms and Provisions: This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 03/01/2017, between Pitney Bowes Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

[] **An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.**

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[X] A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address: Delaware County Facilities Management
140 N Sandusky St
Delaware Ohio 43015-1733
0016105180

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

Item No.	Quantity	Style	Description
1		See Attached Quote	
2			
3 etc.			

Property Location:
140 N Sandusky St Delaware Ohio 43015-1733

Term: 60 months

Periodic Lease Payment Amount: \$744.38 per month

4. Lease Payment Frequency: monthly billed quarterly [monthly, quarterly, annually]
5. Expiration: Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
6. Taxes. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
7. Assignment: As provided in Section 24 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee: Assignee Name
Assignee address
Assignee City, State, Zip

In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.

This Schedule is subject to Review and Approval by Assignee Name **ASSIGNMENT ACCEPTED BY**
Lessor: Pitney Bowes Inc

Lessee: Pitney Bowes, Inc.	Lessee: Delaware County Facilities Management
By:	By
Printed Name: Lori Rossio	Printed Name:

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Title: GMAM	Title:
Date:	Date:

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

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RESOLUTION NO. 17-1012

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH SHEEDY PAVING, INC. FOR ASPHALT EXPANSION AND REPAIRS AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Sheedy Paving, Inc. to perform asphalt expansion and repairs at the Olentangy Environmental Control Center;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approves the following agreement with Sheedy Paving, Inc.:

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approves a purchase order to Sheedy Paving, Inc. in the amount of \$25,750.00 from org key 66211903-5403.

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 28th day of September, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Sheedy Paving Inc. 730 N. Rose Ave. Columbus, Ohio 43219 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Asphalt sealing, crack repairs, and replacement of new asphalt.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all services described in Exhibit A the lump sum fee shall be \$25,750. Total compensation under this Agreement shall not exceed \$25,750 without subsequent modification.

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- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as specified in Exhibit A.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Marshall Yarnell

Address: 10333 Olentangy River Road Powell, Ohio 43065

Telephone: 740-833-2228

Email: myarnell@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Thomas M Sheedy

Address of Firm: 730 N Rose Ave

City, State, Zip: Columbus, OH 43219

Telephone: 614-252-2111

Email: alex@sheedypaving.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the

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circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 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.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' 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.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies**

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14

RESOLUTION NO. 17-1013

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR OLD HARBOR ESTATES SECTION 2:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 approves the Sanitary Sewer Subdivider’s Agreement for Old Harbor Estates Section 2.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 28th day of September 2017, by and between Old Harbor Estates, LLC, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the Sanitary Sewer Improvements for Old Harbor Estates Section 2 plan, and the corresponding subdivision plat or condominium amendment on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Sanitary Sewer Improvements for Old Harbor Estates Section 2, dated March 06, 2017, and approved by the County on March 13, 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 24 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 (\$170,635.00) 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 Sanitary Sewer Improvements for Old Harbor Estates Section 2.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for

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plan review of Sanitary Sewer Improvements for Old Harbor Estates Section 2 (\$5,972.23). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of \$14,250.00 estimated to be necessary to pay the cost of inspection for Old Harbor Estates Section 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 Improvements for Old Harbor Estates Section 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 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.

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SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

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

SECTION VIII: SIGNATURES

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

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

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RESOLUTION NO. 17-1014

IN THE MATTER OF APPOINTING A LOCAL GOVERNMENT REPRESENTATIVE TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, there is a vacancy for an unexpired term that expires on August 9, 2018;

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 following appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Local Government Representative	Timothy Hackworth	August 9, 2018

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Section 2. The appointment of Mr. Hackworth shall be effective immediately upon adoption of this Resolution.

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

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**JANE HAWES, COMMUNICATIONS MANAGER
DISCUSSION: PROPOSED CHANGES AND ADDITIONS TO THE DELAWARE COUNTY
FACILITIES-USE PERMIT POLICY**

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RESOLUTION NO. 17- 1015

**IN THE MATTER OF APPROVING THE 2018 HEALTH INSURANCE RENEWAL FROM THE
COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2018; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2018; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services and the Insurance & Risk Coordinator, recommend accepting the Plan 250B and Rx Plan 3D renewal rates for 2018 from CEBCO;

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

Approves the following renewal rates for 2018 (Plan 250B and Rx Plan 3D) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2018

Delaware County will provide the Medical PPO Plan 250 B and Rx 3D plan design for 2018 for eligible employees. The 2018 renewal rates are:

2018 Renewal Rate	PPO Plan 250B	RX Plan 3D
Employee	\$591.00	\$154.00
Employee + Family	\$1,552.00	\$403.00

Rates for the Employee Contribution for Medical PPO Plan 250B and RX Plan 3D:

Employee Contribution (SINGLE): \$ 82.00/month
Employee Contribution (FAMILY): \$216.00/month

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2018 renewal requirements with CEBCO.

An outline of the services and coverage is attached to this resolution.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

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RESOLUTION NO. 17-1016

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

40311457-5301	Scott 604 Lateral 2/Contracted Professional Services	\$111,163.00
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

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Other Business:

RESOLUTION NO. 17-1017

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To	
27526315-5001	27526315-5101	80.00
State Victim Asst Grant/Compensation	State Victim Asst Grant//Health Insurance	

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- We may want to look at different options for CEBCO health insurance rates sooner.
- Would like to thank everyone who came out for Employee Appreciation Day. A special thanks to Jane Hawes, Sarah Dinovo, Joyce Bowens, David Dombrosky, Fred Fowler, Bob Lamb, Jon Melvin, Brian Galligher, Sean Miller, Si Kille, Denise Martin, Chris Betts, Nicole Ford, Cindi Blair, Jeff Dollinger and Dave Ferguson for all of their help in setting up, serving and cleaning up. Thank you also to the Elected Officials who helped: Judge Fuller, Judge Hejmanowski, Natalie Fravel (Clerk of Courts), George Kaitsa (Auditor), Commissioners Jeff Benton, Barb Lewis and Gary Merrell.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Thought the Employee Appreciation luncheon went very well yesterday. Many were generous with compliments.

Commissioner Benton

- Thought the venue for the Employee Appreciation lunch was perfect. All Occasions did a very good job on the food.
- It does look like reduced payback tax rates are in the County's future and then go to zero in 2019 for Medicare/Medicaid.
- The Investment Committee met this morning. Treasurer Peterson is doing a great job managing the County's investments.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton