

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 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. 17-1140

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 26, 2017 AND SPECIAL MEETING HELD OCTOBER 26, 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 October 26, 2017 and a special session on October 26, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 17-1141

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1027 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1027:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1027, memo transfers in batch numbers MTAPR1027 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1702108 JOG	JFS Program for JOG Training	22411601-5348	\$16,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1705563	PERFORMANCE CONSULTING SERVICES	CONSULTING SERVICES	10011108-5305	\$6,000.00
R1705570	LIBERTY TWP FIRE DEPT	1ST QUARTER 2017 EMS RUNS	10011303-5345	\$57,359.52
R1705577	HAZEN AND SAWYER PC	ALUM CREEK WRF - WHOLE EFFLUENT TOXICITY TESTING	66211904-5301	\$8,609.12
R1705607	ZOLL MEDICAL CORPORATION	MATCHING FUNDS FOR FEMA AFG GRANT USED TO PURCHASE AUTO PULSE CPR DEVICES	10011303-5260	\$19,485.38
R1705614	TRUCCO CONSTRUCTION CO INC	LOWER SCIOTO EFFLUENT CHANNEL REPAIRS	66211905-5328	\$16,454.43

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

5
 RESOLUTION NO. 17-1142

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Deb Benjamin and Brandy Krouse attend a Re-entry Health & Resource Fair in Orient, Ohio on November 8, 2017 at no cost.

The Commissioners' Office is requesting that Si Kille attend the CCAO Winter Conference in Columbus, Ohio from December 11-12, 2017 at the cost of \$75.20 (fund number 10011102).

The Commissioners' Office is requesting that Commissioner Lewis, Commissioner Benton, Commissioner Merrell and Dawn Huston attend the CCAO Winter Conference in Columbus, Ohio from December 11-12, 2017 at the cost of \$432.20 (fund number 10011102).

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

6
RESOLUTION NO. 17-1143

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2017:

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

7
RESOLUTION NO. 17-1144

IN THE MATTER OF APPROVING BANKING INSTITUTIONS FOR DESIGNATION OF PUBLIC DEPOSITORY OF ACTIVE PUBLIC MONEYS:

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

Whereas, the filing deadline for applications for designation of public depository of active public moneys for Delaware County for a four year period commencing December 1, 2017 pursuant to provisions of section 135.33 of the Ohio revised code was October 20, 2017, and

Whereas, the following banks submitted applications:

- First Commonwealth Bank
- Fifth Third Bancorp
- PNC Bank
- Key Bank
- Richwood Bank
- The Union Bank Co.

And,

Whereas, the Delaware County Treasurer recommends and approves the following listed banking institutions for designation as public depository of active public moneys:

- First Commonwealth Bank
- Fifth Third Bancorp
- PNC Bank
- Key Bank
- Richwood Bank
- The Union Bank Co.

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the following listed banking institutions for designation as public depository of active public moneys:

- First Commonwealth Bank
- Fifth Third Bancorp
- PNC Bank
- Key Bank
- Richwood Bank
- The Union Bank Co.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

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

8

RESOLUTION NO. 17-1145

IN THE MATTER OF APPROVING A CONSULTING SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FITCH & ASSOCIATES, LLC FOR THE DELAWARE COUNTY EMERGENCY SERVICES MASTER PLAN:

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

Whereas, the Chief of Emergency Medical Services recommends approval of the following Consulting Services Contract;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Consulting Services Contract with Fitch & Associates, LLC. for the Emergency Medical Services Master Plan.

CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 30th day of October, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Fitch & Associates, LLC, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079-0170 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide consulting services for development of a master plan for Delaware County Emergency Medical Services (the "Services").
- 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:
 - Delaware County Request for Competitive Sealed Proposals -July 20, 2017
 - Contractor Response to Request for Proposals -August 18, 2017

2 SUPERVISION OF SERVICES

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

3 AGREEMENT; MODIFICATIONS; CONFLICTS

- 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.
- 3.2 In the event of a conflict between the terms and conditions contained within this Agreement and other documents incorporated by reference in Section 1.3, any conflict shall be resolved in the following order of precedence: (A) this Agreement, consisting of pages 1-7; (B) Delaware County Request for Competitive Sealed Proposals, dated July 20, 2017; and (C) Contractor Response to Request for Proposals, dated August 18, 2017.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Total compensation for Services under this Agreement shall be \$48,800, which amount shall not be exceeded without subsequent modification of this Agreement and which shall be paid as follows: (A) ten percent (\$4,880) is due upon the execution of this Agreement; (B) thirty-five percent (\$17,080) is due thirty (30) days following the date of this Agreement or the date County submits initial data for review, whichever occurs first; (C) thirty-five percent (\$17,080) is due sixty (60) days following the date of this Agreement or the date initial on-site Services are completed; and (D) twenty percent (\$9,760) is due following the County's receipt of Contractor's final report.
- 4.2 In the event the County requires extraordinary assistance from Contractor to export the data required for the geo-spatial analysis, the County shall pay an hourly rate to Contractor for those additional services, which shall only be performed upon written Notice from the Chief of EMS and written modification of this

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

Agreement.

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.

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: Mike Schuiling, Chief of EMS Address:
Address: 10 Court Street, Delaware, OH 43015
Telephone: (740) 833-2193
Email: MSchuiling@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Joseph J. Fitch, PhD
Address of Firm: 2901 Williamsburg Terrance, Suite G
P.O. Box 170
Platte City, MO 64079
Telephone: (816) 431-2600
Email: jfitch@emprize.net

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 Chief of EMS and shall be in accordance with Section 4.1.

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. Balances remaining unpaid after thirty (30) days shall be subject to a 1.5% per month interest charge.

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 Chief of EMS and shall complete the Services in substantial conformance with the schedule stated in the Contractor's Response to the Request for Proposals.

7.2 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 Chief of EMS 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 circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect upon written approval by both Parties.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

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, and the County shall have ownership of said documents or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

10.2 It is understood that the Services will include access to proprietary documents and information. Both Parties acknowledge that the Contractor represents other medical transportation and government organizations but have not been retained by any other entity related to this project. Contractor agrees that confidential information about the County or its related entities will not be released, except as required by law, without the prior approval of the County. Contractor agrees to execute a Business Associate Agreement as required under federal guidelines in accordance with what is commonly referred to as "HIPAA." The County agrees that it shall not release any of the Contractor's proprietary intellectual property utilized during the process, without written permission.

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.

12.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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. Both Parties agree that each will not employ in any manner a current employee of the other

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

party for a minimum period of two (2) years from the completion date of this Agreement, without the prior express written consent of the other party.

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 that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14.3 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 in and heard before the courts of Delaware County, Ohio

14.4 Headings: 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.

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.8 Authority to Sign: 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 and is authorized to bind such principal.

14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination I Equal Opportunity and will not discriminate.

14.12 Campaign Finance - Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 1(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 a 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 Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. 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, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

9

RESOLUTION NO. 17-1146

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care Placement providers:

Community Teaching Homes, Inc.

**First Amendment
To
Contract for the Provision of Child Placement
And Related Services
Between
Delaware County
and
Community Teaching Homes, Inc.**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 30th day of October, 2017 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Community Teaching Homes, Inc.(hereinafter "Provider") whose address is 6715 Dorr Street, Toledo, Ohio 43615 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on October 9, 2017

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through October 31, 2018.
 - B. The maximum amount payable pursuant to this contract is increased to \$101,000.

2. Signatures

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

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017

First Amendment on such principal’s behalf.

3. Conflicts

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

4. Terms of Agreement Unchanged

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

Safehouse Ministries, Inc.

**First Amendment
To
Contract for the Provision of Child Placement
And Related Services
Between
Delaware County
and
Safehouse Ministries, Inc.**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 30th day of October, 2017 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Safehouse Ministries, Inc.(hereinafter “Provider”) whose address is 3164 Eastview Drive, Youngstown, Ohio 44505 (hereinafter collectively the “Parties.).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on October 9, 2017

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

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through October 31, 2018.
 - B. The maximum amount payable pursuant to this contract is increased to \$84,000.
- 2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

10

RESOLUTION NO. 17-1147

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY
AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2018 TAXES:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00, and

Whereas, staff has determined that there are delinquent accounts that meet this criteria, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$156,752.10 to the County Auditor for the 2018 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2018 Sewer Tax Assessments
To be certified by the Board of Commissioners on 10/30/17**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$70,580.34
66211904 – Alum Creek	\$76,918.86
66211906 – Tartan Fields	\$1,231.36
66211907 – Scioto Reserve	\$7,224.16
66211908 – Bent Tree	\$211.68
66211909 – Hoover Woods	\$159.16
66211910 – Scioto Hills	\$426.54
66211911 - Northstar	\$0.00
Total Assessments	\$156,752.10

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

11

RESOLUTION NO. 17-1148

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SUMMERWOOD LAKES SECTION 2:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Summerwood Lakes Section 2.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Summerwood Lakes Section 2 as follows:

**OWNER’S AGREEMENT
PROJECT NUMBER: 13033**

THIS AGREEMENT, executed on this 30th day of October, 2017 between **HOMEWOOD CORPORATION**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SUMMERWOOD LAKES SECTION 2** further identified as Project Number 13003 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$45,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$562,800
CONSTRUCTION BOND AMOUNT	\$562,800
MAINTENANCE BOND AMOUNT	\$ 56,300
INSPECTION FEE DEPOSIT	\$ 45,100

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

12

RESOLUTION NO. 17-1149

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETY FOR HEATHERS AT GOLF VILLAGE SECTION 1:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept roads, approve recommended speed limits, establish stop conditions and release sureties for the following:

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follow:

- Pasture Ridge Drive, to be known as Township Road Number 1678
- Beechwood Drive, to be known as Township Road Number 1679
- Timber Valley Drive, to be known as Township Road Number 1680
- Valley Oak Drive, to be known as Township Road Number 1681
- Stony Bluff Drive, to be known as Township Road Number 1682
- Rocky Ridge Drive, to be known as Township Road Number 1683
- Emerald Ash Drive, to be known as Township Road Number 1684

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1678, Pasture Ridge Drive, at its intersection with County Road Number 609, Sawmill Parkway
- On Township Road Number 1679, Beechwood Drive, at its intersection with County Road Number 609, Sawmill Parkway
- On Township Road Number 1680, Timber Valley Drive, at its intersection with Township Road Number 1678, Pasture Ridge Drive
- On Township Road Number 1680, Timber Valley Drive, at its intersection with Township Road Number 1679, Beechwood Drive
- On Township Road Number 1681, Valley Oak Drive, at its intersection with Township Road Number 1678, Pasture Ridge Drive
- On Township Road Number 1682, Stony Bluff Drive, at its intersection with Township Road Number 1680, Timber Valley Drive
- On Township Road Number 1682, Stony Bluff Drive, at its intersection with Township Road Number 1681, Valley Oak Drive
- On Township Road Number 1683, Rocky Ridge Drive, at its intersection with Township Road Number 1678, Pasture Ridge Drive
- On Township Road Number 1684, Emerald Ash Drive, at its intersection with Township Road Number 1682, Stony Bluff Drive

The Engineer also requests approval to return the bond being held as maintenance surety to the owner, Pulte Homes of Ohio, LLC.

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

13

RESOLUTION NO. 17-1150

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR CR 009-TR127, LIBERTY ROAD AND JEWETT ROAD INTERSECTION PROJECT:

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

**CR 009-TR127, Liberty Road and Jewett Road Intersection Project
Bid Opening of September 19, 2017**

Whereas, as a result of the above referenced bid opening, the Delaware County Engineer recommends that a bid award be made to Strawser Paving Company, the low bidder for the project; and

Whereas, all necessary documentation for this approval has been received, and the Delaware County Engineer recommends approval of the Contract between the Delaware County Commissioners and Strawser Paving Company for the project known as CR 009-TR127, Liberty Road and Jewett Road Intersection Project;

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

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

CONTRACT

THIS AGREEMENT is made this 30th day of October, 2017 by and between **Strawser Paving Company, 1595 Frank Road, Columbus, Ohio 43223**, hereinafter called the “**Contractor**” and the **Delaware County Commissioners**, hereinafter called the “**Owner**”.

The **Contractor** and the **Owner** for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**CR 009-TR127, Liberty Road and Jewett Road Intersection Project**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The **Owner** will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Million One Hundred Seventy-Four Thousand Eighty-Seven Dollars and Three Cents (\$1,174,087.03)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

14

RESOLUTION NO. 17-1151

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR NORTHSTAR SECTION 3, PHASES A AND B:

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

WHEREAS, the roadway construction has been completed for the projects known as Northstar Section 3, Phases A and B (“Projects”); and

WHEREAS, as the result of The Engineer’s recent field review of the Projects, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bonds be set at **\$109,700 for Phase A and \$145,900 for Phase B** (10% of the original construction estimate) and the Projects be placed on the required one year maintenance period; and

WHEREAS, Northstar Residential Development LLC (“Owner”) has provided Maintenance Bonds in the amount of \$109,700 for Phase A and \$145,900 for Phase B as surety to cover the one year maintenance period.

Now Therefore Be It Resolved that The Delaware County Board of Commissioners (Board) accepts the Maintenance Bonds in the amount of \$109,700 and \$145,900 for the Projects and place the Projects on the

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

required one year maintenance period.

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

15

RESOLUTION NO. 17-1152

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U17-144	AT&T	Bale Kenyon Road	Place cable in ROW
U17-145	Spectrum	Brewster Ln.	Place cable in ROW

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

16

RESOLUTION NO. 17-1153

IN THE MATTER OF APPOINTING MEMBERS TO THE MILLSTONE COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on December 8, 2005, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 05-1627, establishing the Millstone Community 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 Authority Board of Trustees, pursuant to Resolution No. 05-1627 and section 349.04 of the Revised Code; and

WHEREAS, there are currently vacancies in the terms of one (1) local government representative and three (3) citizen members to the Millstone Community Authority Board of Trustees;

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 appointments of the following members to the Millstone Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Seiji Kille	December 7, 2017
Citizen Member	Jane Hawes	December 7, 2017
Citizen Member	Jenna Jackson	December 7, 2018
Citizen Member	Sarah Dinovo	December 7, 2018

Section 2. The appointments approved herein shall be effective immediately.

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

17

RESOLUTION NO. 17-1154

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FOOD, DRINK AND OTHER AMENITIES FOR AN EMPLOYEE APPRECIATION DAY EVENT:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of food, drink and other amenities.

WHEREAS, the Delaware County Commissioners, other elected officials and staff hosted and attended an Employee Appreciation Day event on Sept. 27, 2017, and lunch was provided;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds from Fund No. 10011139 in the amount of \$397.50 for the purchase of additional food and drink and \$166 for additional amenities, for a total amount of \$553.50 for the Employee Appreciation Day event.

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

18

RESOLUTION NO. 17-1155

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JUVENILE COURT:

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

Supplemental Appropriation

26626205-5001	Family Drug Court/Compensation	8,000.00
26626205-5101	Family Drug Court/Health Insurance	5,600.00

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

19

RESOLUTION NO. 17-1156

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, TRANSFER OF FUNDS, ADVANCE OF FUNDS AND REPAYMENT OF ADVANCE:

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

Transfer of Appropriation

From	To	
10031301-5201	10031301-5450	2,100.00
Sheriff Deputies/General Supplies	Sheriff Deputies/Capital Equipment	

Transfer of Funds

From	To	
10040421-5801	58011181-4601	1,569,576.09
Road & Bridge Projects/Misc Cash Transfer	2007 CO Sales Tax Sawmill Bond/Interfund Revenue	

Advance of Funds

From	To	
10011102-8500	52111140-8400	492.23
Commissioner General/Advance Out	BR DI Midway Gardens/Advance In	
10011102-8500	52411143-8400	12.81
Commissioner General/Advance Out	BR DI Roof/Advance In	

Repayment of Advance

From	To	
28631338-8501	10011102-8401	99,515.00
Leap Forward Grant 2015/PY Advance Out	Commissioner General/PY Advance In	

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

21

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-There is an upcoming MORPC meeting in which they will be discussing the 23 Corridor. Has asked Jenna Jackson to attend those meetings as Delaware County’s ambassador to facilitate the County’s involvement.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

-Asked Chief Schuiling (EMS) to come up and speak about a training that some of his employees participated in. It is a Crisis Intervention Training in which it helps assess the needs of the patient from the mental health prospective.

22

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner Merrell

-Attended the Regional Planning meeting last Thursday.

-Attended the Legislative meeting on Friday.

Commissioner Benton

-There will six Legislative Fellows visiting us this afternoon.

-The Kroger Marketplace off of 23 will be having their grand re-opening on Wednesday morning.

23

RESOLUTION NO. 17-1157

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:03 AM.

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

RESOLUTION NO. 17-1158

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:30 AM.

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

Meeting is recessed until 2:00 PM

RESOLUTION NO. 17-1159

**APPROVING THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CONCORD/SCIOTO
COMMUNITY AUTHORITY:**

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

Whereas, the Sanitary Engineer recommends approval of the Fourth Amendment to the Amended and Restated Intergovernmental Cooperation Agreement with the Concord/Scioto Community Authority;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the Fourth Amendment to the Amended and Restated Intergovernmental Cooperation Agreement with the Concord/Scioto Community Authority:

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL
COOPERATION AGREEMENT**

This Fourth Amendment to the Amended and Restated Intergovernmental Cooperation Agreement (the "Fourth Amendment") dated as of **November ____, 2017**, is by and between the CONCORD/SCIOTO COMMUNITY AUTHORITY, 470 Olde Worthington Road, Suite 100, Westerville, Ohio 43082, a new community authority organized and existing under Chapter 349 of the Ohio Revised Code (the "Authority"), and the COUNTY OF DELAWARE, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015, a political subdivision duly organized and validly existing under and by virtue of the laws of the State of Ohio (the "County"), and amends the Amended and Restated Intergovernmental Cooperation Agreement (the "Agreement") between the Authority and the County dated October 1, 2013.

RECITALS:

WHEREAS, the Amended and Restated Intergovernmental Cooperation Agreement, including the three Amendments as defined below constitute the "Amended and Restated Intergovernmental Cooperation Agreement, as Modified Through the Third Amendment," which may be referred to as the "Current Agreement."

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017**

WHEREAS, the Authority and the County have previously entered into the Agreement dated as of October 1, 2013, whereby the Authority has agreed, among other things, to design and construct, or cause to be designed and constructed, the O'Shaughnessy Pump Station; and

WHEREAS, the Authority and the County amended the Agreement by the First Amendment, dated December 2, 2013, to extend the timelines associated with the design and construction of the O'Shaughnessy Pump Station for the benefit of both the Authority and the County; and

WHEREAS, the Authority and the County amended the Agreement by the Second Amendment, dated May 28, 2015, to:

- (i) plan, design, and construct additional sanitary sewer improvements referred to in the Second Amendment as "Project #1" and "Project #2"; and
- (ii) adjust the timelines associated with the construction of the O'Shaughnessy Pump Station,

all as set forth in a certain Term Sheet agreed to by the County, the Authority, the Developer, and Donald R. Kenney; and

WHEREAS, the Authority and the County amended the Agreement by the Third Amendment, dated June 23, 2016, in order to redefine certain infrastructure improvements known as Project #1 and Project #2 and define Project #3, which are referred collectively as the "Third Amendment Improvements."

WHEREAS, the Authority and the County desire in this Fourth Amendment to amend the Agreement in order to define "Project #4" and to provide for the County's contribution toward the costs of Project #4.

NOW, THEREFORE, in consideration of the foregoing and the promises of the parties hereto to be bound by the terms hereof and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Authority and the County agree to the foregoing and as follows:

1. Notwithstanding any other provision in the Current Agreement to the contrary, "Project #4" means the design and construction of a 0.94 mile extension of Steitz Road as a new collector road, running in a northerly direction from Hyatts Road through land proposed for residential development, across the Jackson, Lane, and MacAdams tracts to Clark Shaw Road, including all roadway, utilities, pavement, and drainage improvements required to construct the road, including any necessary improvements to existing Hyatts Road or Clark Shaw Road, including a roundabout at the intersection of Hyatts Road and Steitz Road, as shown in Exhibit A to this Fourth Amendment.
2. Notwithstanding any other provision in the Current Agreement to the contrary, the County's contribution toward the costs of Project #4 shall not exceed Two Million, One Hundred Thousand Dollars (\$2,100,000). The County shall make such sum available upon demand of the Authority and in accordance with the terms and conditions of this Fourth Amendment to pay the Authority's costs of Project #4 approved for payment. The Authority shall bear all costs of Project #4 in excess of the County's contribution specified herein.
3. Notwithstanding any other provision in the Current Agreement to the contrary, the Authority will construct or cause to be constructed Project #4 in accordance with plans and specifications approved by the Delaware County Engineer pursuant to the requirements of the Delaware County Design, Construction and Surveying Standards.
4. Notwithstanding any other provision in the Current Agreement to the contrary, the County will accept dedication of Project #4 upon satisfaction of any maintenance obligation and the Delaware County Engineer's written notice to the Delaware County Board of Commissioners that Project #4 meets all requirements of the Delaware County Design, Construction and Surveying Standards. Formal acceptance shall only be valid upon the Delaware County Board of Commissioners adopting a resolution accepting Project #4.
5. Notwithstanding any other provision in the Current Agreement to the contrary, the County will, to the extent permitted by applicable law, direct utility companies to move overhead and underground utilities out of the County rights-of-way for purposes of Project #4.
6. Notwithstanding any other provision in the Current Agreement to the contrary, the County will assist the Authority in obtaining any easements and additional right-of-way acquisitions for the construction of Project #4; provided, however, the County's assistance shall not include financial contribution in excess of the maximum amount specified in Section 2 of this Fourth Amendment and shall not include appropriation pursuant to Chapter 163 of the Revised Code.
7. All other provisions of the Current Agreement not specifically superseded by this Fourth Amendment remain in full force and effect.

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

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 30, 2017

RESOLUTION NO. 17-1160

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 2:15 PM.

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

RESOLUTION NO. 17-1161

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 3:00 PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners