

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018

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

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

1
RESOLUTION NO. 18-195

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 26, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 26, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RIVER CARSON, BOY SCOUT
PRESENTATION ON POLICE DOG MEMORIAL AT THE DELAWARE COUNTY JAIL

5
RESOLUTION NO. 18-196

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0228:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0228 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ameriflex	Flex Account Program	60211923-5370	\$50,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1802343	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG ON JOB TRAINING	22311611 - 5348	\$60,000.00	0001
R1802343	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG ON JOB TRAINING	22411601 - 5348	\$30,000.00	0002
R1802395	ZASHIN & RICH CO LPA	PROFESSIONAL LEGAL SERVICE	10011303 - 5361	\$20,000.00	0001

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

6
RESOLUTION NO. 18-197

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Maren Aikey attend the Prep Session for OCDA Symposium on April 13, 2018 at no cost.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

The Child Support Enforcement Agency is requesting that Maren Aikey attend a Hearing Officer Round Table in Knox County on April 5, 2018 at no cost.

The Regional Sewer District is requesting that Mark Chandler, Jeff Hall, Marshall Yarnell, Chad Kidd, Walt Thompson, Ricky Thomas and Brian Rammelsberg attend an Ohio BWC Safety Congress & Expo in Columbus, Ohio on March 8, 2018 at a total cost of \$30.00 from fund 66211901.

The Emergency Medical Services Department is requesting an amendment to the previously approved request for Eric Burgess attend an EMS on the Hill in Washington, D.C. from April 10-12, 2018 at the amended cost of \$677.96 (\$654.96 previous) (fund number 10011303).

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

**7
RESOLUTION NO. 18-198**

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM LAZER KRAZE 3 0 INC. (DBA LAZER KRAZE) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Lewis, 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 Orange Township Trustees that a new liquor license request from Lazer Kraze 3 0 Inc. DBA Lazer Kraze, located at 459 Orange Point Drive, 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 Aye

**8
RESOLUTION NO. 18-199**

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DOUGLAS E. STANTON FOR APIARY INSPECTION SERVICES FOR 2018:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated \$11,165.00 for apiary inspections in 2018;

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

Section 1. The Board hereby appoints Douglas E. Stanton as deputy apiarist for Delaware County for the 2018 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 1st day of March, 2018 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Douglas E. Stanton, 744 West Marion Road Mount Gilead, Ohio 43338 ("Contractor").

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of registered apiaries in the county. The Board may appoint a deputy apiarist with the consent and

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Eleven Thousand One Hundred Sixty-Five Dollars and No Cents (\$11,165.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2018 apiary season, which terminates on approximately October 31, 2018.

Section 5 – Insurance

- 5.1 Liability Coverage: Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 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 Subsection 5.1.
- 5.3 Proof of Insurance: Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. 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 termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its 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 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.

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

be effective and to be complied with.

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R1800032, in the amount of \$11,165.00

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

**9
RESOLUTION NO. 18-200**

A RESOLUTION PURSUANT TO R.C. § 1724.10(A)(2) DESIGNATING THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION AS THE AGENCY FOR THE RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED AND OTHER REAL PROPERTY IN THE COUNTY, DIRECTING THE CORPORATION TO ACT ON BEHALF OF AND IN COOPERATION WITH THE COUNTY IN EXERCISING THE POWERS AND PERFORMING THE DUTIES OF THE COUNTY UNDER CHAPTER 5722 OF THE REVISED CODE; DIRECTING THE PREPARATION OF AN AGREEMENT AND PLAN IN FURTHERANCE OF THESE MATTERS; AND AUTHORIZING RELATED MATTERS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adopt the following Resolution:

WHEREAS, R.C. § 5722.02(A) permits the County to elect to adopt and implement the procedures set forth in R.C. § 5722.02 to 5722.15 to facilitate the effective reutilization of nonproductive land situated within its boundaries; and,

WHEREAS, the County has caused the Delaware County Land Reutilization Corporation (the “Corporation”) to be organized as a county land reutilization corporation under Chapter 1724 of the Revised Code to act on behalf of and cooperate with the County in exercising the powers and performing the duties of a county with respect to land reutilization under Chapter 5722 of the Revised Code; and,

WHEREAS, R.C. § 1724.10(A)(2) authorizes a county to designate a county land reutilization corporation under Chapter 1724 of the Revised Code as its agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county; and,

WHEREAS, this Board now desires to designate pursuant to R.C. § 1724.10(A)(2) the Corporation as its agency for the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county and for the exercise of the County’s powers under Chapter 5722 of the Revised Code; and,

WHEREAS, in furtherance of the purposes of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County and the exercise by the Corporation on behalf of the County of the powers of the County under Chapter 5722 of the Revised Code, this Board also desires to enter into an agreement and plan with the Corporation (the “Agreement and Plan”) to accomplish the forgoing.

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to R.C. § 1724.10(A)(2), the County acting by and through this Board, hereby designates the Corporation as its agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County.
2. Pursuant to R.C. § 1724.04 and R.C. § 5722.02(B), this Board hereby authorizes the Corporation to exercise on its behalf the powers granted to the County under Chapter 5722 of the Revised Code, subject to any limitations therein on a county land reutilization corporation.
3. In furtherance of the designation of the Corporation by this Board as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County pursuant to R.C. § 1724.10(A)(2) and as its agency for exercise of the powers granted to the County under Chapter 5722 of the Revised Code, this Board hereby directs the Corporation to prepare or cause to be

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018

prepared for approval and execution by this Board an agreement and plan between the Corporation and the County as authorized by R.C. § 1724.10(B) to provide for, among other things, a plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property and the extent to which the Corporation will participate as the agency of the County in carrying out the plan.

- 4. The Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including R.C. § 121.22.
- 5. This Resolution shall be in full force and effect immediately upon adoption.

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

10
RESOLUTION NO. 18-201

IN THE MATTER OF APPROVING THE PURCHASE OF SAFETY RESCUE / TURNOUT GEAR FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, the Emergency Medical Services department utilizes safety rescue turnout gear, consisting of a helmet, pant, coat, and glove ensemble that offers protection from the hazards of emergency scenes; and

WHEREAS, the existing gear is greater than 10 years old and no longer meets the NFPA 1999 and NFPA 1851 standards; and

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

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

Section 1. The Board hereby approves the purchase of ninety-six (96) ensembles of safety rescue turnout gear for use by the Emergency Medical Services department. The gear shall be Lion Janesville MedPro pant and coat, Super Plasma Extrication Helmet, and Ringer Short Cuffed Rescue Extrication Gloves.

Section 2. The Board hereby declares that the purchase approved in Section 1 shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index #STS842, Contract Number 800486, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$104,976.00 to Phoenix Safety Outfitters.

Section 4. This Resolution shall take effect immediately upon adoption.

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

11
RESOLUTION NO. 18-202

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

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

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

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

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

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

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018

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

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

Section 2. The Board hereby declares that the make and model of the vehicle is one (1) Horton Model 623 aluminum body conversion, mounted on a 2018 Ford F-550 4x2 chassis, delivered in accordance with the Ohio STS Pricing Schedule, and attached Selected Features #12055, complete and delivered for the sum of \$196,074.00

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

Section 4. The Board hereby approves a purchase order in the amount of \$196,074.00 to Horton Emergency Vehicles.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost of \$4,348.00; the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications at a cost of \$2425.40; the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost of \$850.00; and the purchase and accompanying purchase order for one (1) Stryker Power Load ambulance cot and loading system as a cost of \$45,552.40.

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

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

12
RESOLUTION NO. 18-203

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DOG SHELTER:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Board of Commissioner
Office/Department: Dog Shelter

Daily spending per card: \$1,000
Monthly spending per card: \$5,000
Single transaction limit: \$1,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card 1: Mitch Garrett

Department Coordinator: Sarah Dinovo

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

13
RESOLUTION NO. 18-204

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND COLUMBUS STATE COMMUNITY COLLEGE, FOR TERMS OF USE REGARDING THE

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

DELAWARE COUNTY SHERIFF'S SHOOTING RANGE:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the agreement with Columbus State Community College, for terms of use regarding The Delaware County Sheriff's Shooting Range;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Columbus State Community College, for terms of use regarding The Delaware County Sheriff's Shooting Range:

GENERAL CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into this 1st day of March 2018 by and between the Delaware County Sheriff's Office, whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Delaware County, whose principal place of business is located at 101 N. Sandusky St., Delaware, Ohio 43015 (collectively "SO"), and Columbus State Community College, ("CSCC") whose principal place of business is located at 550 East Spring St., Columbus, Ohio. (Individually "Party," collectively "Parties").

1. Description of Services.

The purpose of this provision is to state the professional services CSCC shall receive, which are as follows:

(Terms of use regarding shooting range).

CSCC agrees to have all persons, including but not limited to students and instructors, execute a waiver of liability (attached hereto as Exhibit A) prior to entering the premises of Delaware County. The Parties agree that this a material term of this contract.

2. Compensation, Contract Maximum, and Term.

In exchange for the Services, CSCC shall pay SO Zero Dollars (\$_0.00_) for the term of this Contract. It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Zero Dollars (\$ 0.00).

3. Term.

The term of this Contract shall become effective on July 1, 2017 and be inclusive as of date signed by CSCC and continue through June 30, 2018, unless otherwise terminated as provided in this Contract.

4. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

5. Termination.

This Contract may be terminated as follows:

Termination for the Convenience:

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If any of the Parties fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that SO shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, CSCC shall have no cause of action against SO, and/or Delaware County, Ohio related to such termination.

6. Entire Agreement.

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

Parties.

7. Severability

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

8. Governing Law

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

9. Notice.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

10. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld.

11. Certification for Findings for Recovery.

By signature of its representative below, CSCC hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Representative

12. Parties Responsible for Their Own Actions.

The Parties agree hold each other harmless and to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/ or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

13. Insurance.

CSCC shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the County against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, CSCC shall present to SO current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which CSCC may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

Delaware County shall be named as "Additional Insured" on the policies described above.

CSCC shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Delaware County and any insurance maintained by the Delaware County shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Board of Commissioners ("Board") before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

the Board within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, SO and the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

14. Worker's Compensation Insurance.

CSCC shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. CSCC shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the SO or Board may request proof of such insurance or of CSCC's exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

15. Independent Contractor.

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

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

CSCC and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of SO or Delaware County.

16. Non-discrimination.

CSCC certifies and agrees as follows:

CSCC, all subcontractors, and/or any person acting on behalf of CSCC or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

CSCC all subcontractors, and/or any person acting on behalf of CSCC or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

17. Accessibility.

CSCC certifies and agrees as follows:

CSCC, all subcontractors, and/or any person acting on behalf of CSCC or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

CSCC, all subcontractors, and/or any person acting on behalf of CSCC or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

18. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. Drug Free Environment.

CSCC 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. CSCC shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

20. County Policies.

While on County premises, CSCC shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Usage Policy, Social Media Policy, and Internet Use Policy. Copies of such policies can be found at <http://www.co.delaware.oh.us/index.php/policies>.

21. Force Majeure

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Contract is terminated as provided herein.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

22. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/ she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

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

14

RESOLUTION NO. 18-205

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATION FOR SHERIFF OFFICE:

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

Supplemental Appropriation

28631323-5450 Leap Forward 2016/Capital Equipment 17,006.29

Transfer of Appropriation

From	To	
28631323-5004	28631323-5260	5,692.50
Leap Forward 2016/Overtime	Leap Forward 2016/Inventoried Equipment	
28631323-5365	28631323-5260	5,272.03
Leap Forward 2016/Grant Related Service	Leap Forward 2016/Inventoried Equipment	
28631323-5365	28631323-5450	8,687.21
Leap Forward 2016/Grant Related Service	Leap Forward 2016/Capital Equipment	

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

15

RESOLUTION NO. 18-206

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct a highway improvement known as the Lewis Center Road and North Road Improvements (DEL-CR106-0.44) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Lewis Center Road and North Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Keith M. Cavote & Katie M. Cavote	13-WD, T	\$8,806.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

**16
RESOLUTION NO. 18-207**

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR OLENTANGY FALLS SECTION 4A AND OLENTANGY FALLS SECTION 5

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

Olentangy Falls Section 4A

Whereas, Olenangy Falls, LTD has submitted the Plat of Subdivision (“Plat”) for Olentangy Falls Section 4A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 27, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 5, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 8, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 27, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on July 31, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Falls Section 4A

Olentangy Falls Section 4A

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in part of Farm Lot 15, Quarter Township 4, Township 4 North, Range 19 West, United States Military Lands, being a 45.929 acre tract (Parcel 2) and a 9.545 acre tract (Parcel 3) conveyed to Olentangy Falls LTD, by Official Record Volume 1237, Page 1279, all references being to the Records of the Recorder’s Office, Delaware County, Ohio. Cost: \$21.

Olentangy Falls Section 5

Whereas, Olenangy Falls, LTD has submitted the Plat of Subdivision (“Plat”) for Olentangy Falls Section 5, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 31, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 7, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 8, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on September 5, 2017.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Falls Section 5

Olentangy Falls Section 5

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in part of Farm Lot 15, Quarter Township 4, Township 4 North, Range 19 West, United States Military Lands, being a 30.845 acre subdivision out of a 45.929 acre tract (Parcel 2) and a 9.545 acre tract (Parcel 3) conveyed to Olentangy Falls LTD, by Official Record Volume 1237, Page 1279, all references being to the Records of the Recorder’s Office, Delaware County, Ohio. Cost: \$60.00.

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

**17
RESOLUTION NO. 18-208**

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATION:

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

Transfer of Appropriation

From	To	
40111402-5328 Permanent Improvement/Maintenance and Repair Service	40111402-5228 Permanent Improvement/Maintenance and Repair Supply	59,000.00
40111402-5328 Permanent Improvement/Maintenance and Repair Service	40111402-5241 Permanent Improvement/Agricultural and Horticultural Materials	10,000.00

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

**18
RESOLUTION NO. 18-209**

IN THE MATTER OF FIXING THE SALARY OF THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to Section 305.29 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may appoint a county administrator, who shall be the administrative head of the county under the direction and supervision of the Board and who shall hold office at the pleasure of the Board; and

WHEREAS, on November 9, 2017, the Board adopted Resolution No. 17-1195, appointing Michael Frommer as Delaware County Administrator, effective November 10, 2017; and

WHEREAS, pursuant to Section 305.29 of the Revised Code, the Board shall fix the salary of the county administrator and cause the same to be paid;

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

Section 1. The Board hereby fixes the salary of Michael Frommer, Delaware County Administrator, at \$152,000 per annum, effective on March 10, 2018, and hereby authorizes the President of the Board to execute any necessary administrative documents in furtherance of this Resolution.

Section 2. The Board hereby finds and determines that approval of this Resolution and all deliberations thereon are in compliance with the laws of the State of Ohio, including specifically Section 121.22 of the Revised Code.

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

**19
FOLLOW-UP ON TOPICS FROM JOINT MEETING WITH CITY OF DELAWARE**

EMS REIMBURSEMENT AGREEMENT WITH CITY OF DELAWARE
Negotiations Need To Be Restarted Over The Current Agreement Which Has Expired

COUNTY FUNDING FOR THE POINT
Policy And Amount

TRANSPORTATION IMPROVEMENT DISTRICT PARTNERSHIP OPPORTUNITIES

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018

Opportunities For Streamlining Projects And Funding

COUNTY/CITY SEWER MASTER PLANS AND CORRESPONDING SERVICE AGREEMENTS
Riverby Subdivision, The Northern Areas And Any Modification To The Existing Agreement.

ECONOMIC DEVELOPMENT
City And County Continue To Work Together, Entrepreneurial Center Agreement With OWU,
Development Of 36/37 Corridor From I-71 Interchange, Finance Authority Capabilities.

COUNTY FACILITIES MASTER PLAN OUTCOMES
County's Future Move To JVS North Campus, Question On North Career Center Fire Fighting Training
Facilities

SHARED SERVICES
Opportunities for Collaboration, IT Services

MEMORANDUM OF UNDERSTANDING RE: DELAWARE COUNTY PARKING FACILITIES
Focus On Only Surface Lots

20

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Would like to echo Sheriff Martin's comments about River Carson's presentation. Thankful to the Sheriff's
department for engaging with River on this project.

21

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-Will be treating the Director's to lunch today at 11:30 AM in the Hayes Building.
-The Capital Budget was released. Thank you to Representatives Brenner and Carfagna for their work on it.
-As the resolution suggests that was passed on Monday, the county is interested in selling the Old County Jail. The
two things currently in there would be moved out as we expand other buildings, leaving that building empty.
There is not any interest in tearing down the Old Jail.

Commissioner Lewis

-Attended the Bridges/Community Action meeting yesterday.

Commissioner Merrell

-Would like to echo Commissioner Benton's thoughts that the county has never considered tearing down the Old
Jail.
-Participated in the EMS Master Plan this week by being interviewed by the panel.
-Attended the Delaware City School's Education Council meeting on Tuesday night. The topic was the inequality
of funding for schools in Delaware County.
-Will be attending the MORPC Executive meeting this afternoon.

22

RESOLUTION NO. 18-210

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE
OF PROPERTY AT COMPETITIVE BIDDING:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session
only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session
and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in
section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee
or public official; to consider the sale of property at competitive bidding.

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

RESOLUTION NO. 18-211

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2018**

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners