

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 24, 2018**

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**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. 18-559**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 21, 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 May 21, 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**  
**RESOLUTION NO. 18-600**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0523, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0523:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0523, memo transfers in batch numbers MTAPR0523 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
<b>PR</b>				
<b>Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>

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

**5**  
**RESOLUTION NO. 18-601**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Clerk of Courts is requesting to attend an Ohio Clerk of Courts Association Conference in Akron, Ohio from June 19-21, 2018 at the cost of \$350.00.

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

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**6**

**RESOLUTION NO. 18-602**

**IN THE MATTER OF A NEW STOCK REQUEST FOR A LIQUOR LICENSE FROM MILL CREEK GOLF COURSE CORP 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 Scioto Township Trustees that a new stock request Mill Creek Golf Course Corp located at 7359 Penn Road, Ostrander, OH 43061;

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. 18-603**

**IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, ANDREW WECKER, REQUESTING ANNEXATION OF 2.091 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

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

Whereas, on April 25, 2018, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Andrew Wecker, agent for the petitioners, of 2.091 acres, more or less, from Delaware Township to the City of Delaware; and

Whereas, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 2.091 acres, more or less, in Delaware Township to the City of Delaware.

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

**9**

**GEORGE NEEDHAM, DIRECTOR DELAWARE DISTRICT LIBRARY  
INFORMATION ON LIBRARY OPERATING LEVY**

**10**

**RESOLUTION NO. 18-604**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR WOODCREST TRUNK SEWER:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Woodcrest Trunk Sewer;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Sanitary Sewer Subdivider’s Agreement for Woodcrest Trunk Sewer:

**SUBDIVIDER’S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 24<sup>th</sup> day of May 2018, by and between **Metro Development**,

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hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Woodcrest Trunk Sewer**, dated **April 2, 2018**, and approved by the County on **May 10, 2018**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **0** single family residential equivalent connections approved with this Agreement.

**SECTION III: FINANCIAL WARRANTY**

For on-site improvements the following options for financial warranty apply:

**OPTIONS:**

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$279,000**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials \_\_\_\_\_

Date \_\_\_\_\_

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

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

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Woodcrest Trunk Sewer (\$9,765)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Woodcrest Trunk Sewer (\$22,320)**.

The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Woodcrest Trunk Sewer** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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the Work.

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

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

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

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

**SECTION VI: EASEMENTS**

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

**SECTION VII: COMPLETION OF CONSTRUCTION**

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

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

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

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

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

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Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

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

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

**11  
RESOLUTION NO. 18-605**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR FOURWINDS DRIVE:**

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

Whereas, the construction of new sanitary sewers at the Fourwinds Drive have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Fourwinds Drive</b>	1212’ of 8- inch sewer	\$262,500.00
	1099’ of 10- inch sewer	\$256,949.50
	3104’ of 12- inch sewer	\$519,449.50
	20 each- manholes	\$ 143,300.00

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

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

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

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

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

**12  
RESOLUTION NO. 18-606**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE CENTRAL ALUM CREEK FACILITIES PLAN PROJECT:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Black & Veatch Corporation. to perform Central Alum Creek Facilities Plan services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approve the following agreement with Black & Veatch Corporation:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 21st day of May, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Black & Veatch Corporation, 4449 Easton Way, Suite 150, Columbus, OH 43219 (“Consultant”), hereinafter

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collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
DCRSD is commissioning the Central Alum Creek Facilities Plan (“Project”) in order to outline recommendations for the new Central Alum Creek Water Reclamation Facility.
- 1.2 The Consultant 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 Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Exhibit A – Scope of Work

**2 SUPERVISION OF WORK**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be \$690,240.
- 4.3 Additional work may be requested by the County as “if authorized” tasks and may be added to the Scope of Work upon mutual agreement to an increase in the maximum billing limit. The amount of “if authorized” tasks included in Consultant’s proposed fee for services provided under this agreement shall be \$75,000 for tasks such as Geotechnical Investigation, Water Quality Modeling, Facility Site Visits, Survey, additional assistance with the Del-Co Reuse task and assistance with selection of Construction Manager at Risk. Consultant will not proceed with any such tasks without written authorization from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$765,240 without subsequent modification.
- 4.5 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 tasks as set forth in the Scope of 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Kelly Thiel

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone:

Email: kthiel@co.delaware.oh.us

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Consultant:

Name of Principal in Charge: Sierra McCreary  
 Address of Firm: 4016 Townsfair Way, Suite 210  
 City, State, Zip: Columbus, OH, 43219  
 Telephone: 614-454-4394  
 Email: mcrearysb@bv.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer. The invoice amount will be the actual time billed to the project at the hourly billing rates specified for personnel performing the Services plus reimbursable expenses. Subcontracts will be invoiced at a rate of 1.05 times their invoice amount.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work no later than May 30, 2019.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall suspend or terminate Work upon 10 days written notice, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, 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 be approved by both parties.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

**10 OWNERSHIP**

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

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- 10.4 Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant."

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant 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 Consultant, 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: Consultant 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: Consultant 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: Consultant 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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant 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. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant



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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. **Consultant 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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work 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 Consultant 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 Consultant 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 Consultant 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.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work 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 work to which the Agreement relates.

Consultant 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 work 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.

Consultant 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.

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

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14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to 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(I)(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.

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

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

**13**

**RESOLUTION NO. 18-607**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH ALLIED TECHNICAL SERVICES, INC. FOR OLENTANGY ENVIRONMENTAL CONTROL CENTER INFLUENT PUMP STATION REPAIRS AND BYPASS PUMPING SERVICES:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Allied Technical Services, Inc. to perform influent pump station repairs and bypass pumping services at the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approve the following agreement with Allied Technical Services, Inc.:

**SERVICES AGREEMENT**

This Agreement is made and entered into this 24th day of May, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Allied Technical Services, Inc. 3460 Mustafa Drive, Cincinnati, Ohio 45241 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide “Services” in connection with the following “Project”: Labor and Material for replacement of a 16” by 14” sweep 90 degree elbow and 14” flange adapter associated with the Olentangy Environmental Control Center (OECC) influent pumping station. This project including by-pass pumping services for the raw influent at OECC
- 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 are defined in and shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
See Exhibits A & B

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

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

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**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 Total compensation under this Agreement shall not exceed \$37,681.50 without subsequent modification.
- 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 tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served via U.S. certified mail to the individuals 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: Cory Smith, Operations Superintendent

Address: 10333 Olentangy River Road, Powell, OH. 43065

Telephone: 740-833-2230

Email: csmith@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Doug Sayre, Allied Technical Services, Inc.

Address of Firm: 3460 Mustafa Drive

City, State, Zip: Cincinnati, OH 45241

Telephone: 513-793-0499

Email: doug.sayre@alliedtechnicalservices.com

**6 PAYMENT**

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

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

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

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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- 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 be approved by both parties.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

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

**12 INDEMNIFICATION**

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

**13 INSURANCE**

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

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County

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employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies 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.

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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.

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

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

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

**14  
RESOLUTION NO. 18-608**

**IN THE MATTER OF APPROVING TRANSFERS OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:**

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

<b>Transfer of Appropriation</b>		
<b>From:</b>	<b>To:</b>	
66711918-5410	66711904-5410	\$300,000.00
Hyatts Rd PS Project/Building & Improvements >\$25,000	Central Alum Creek Project/Building & Improvements >\$25,000	
<b>From:</b>	<b>To:</b>	
66211912-5410	66211905-5338	\$110,000.00
Package Plants/Building & Improvements > \$25,000	Lower Scioto/Utilities	

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

**15  
RESOLUTION NO. 18-609**

**IN THE MATTER OF APPROVING COMMUNITY ENHANCEMENT GRANTS:**

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

**WHEREAS**, the following entities have requested Community Enhancement Grant funds from Delaware County;

BIG WALNUT AREA HISTORICAL SOCIETY	3,875.00
CENTRAL OHIO SYMPHONY	5,100.00
DELAWARE COUNTY CULTURAL ARTS CTR	15,000.00
DELAWARE COUNTY HISTORICAL SOCIETY	57,857.00
DELAWARE SPEECH & HEARING CTR INC	3,000.00
HARTFORD CROTON FAIR	15,000.00
MAIN STREET DELAWARE INC	10,000.00
PEOPLE IN NEED	20,000.00
RECREATION UNLIMITED	12,170.52
STRAND THEATRE	15,000.00
STRATFORD ECOLOGICAL CENTER	7,500.00
WOMEN'S CITY CLUB	20,640.00
SECOND WARD COMMUNITY INITIATIVE	13,000.00
SHAWNEE HILLS CHAMBER OF COMMERCE	5,132.50
CONNECTIONS VOLUNTEER CENTER	6,390.00
THE ALPHA GROUP	19,300.00
ROSS ART MUSEUM	15,000.00

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Delaware County that the Board hereby approve Community Enhancement Grant funds;

BIG WALNUT AREA HISTORICAL SOCIETY	2,874.67
CENTRAL OHIO SYMPHONY	3,366.67
DELAWARE COUNTY CULTURAL ARTS CTR	15,000.00
DELAWARE COUNTY HISTORICAL SOCIETY	33,822.33
DELAWARE SPEECH & HEARING CTR INC	2,666.67
HARTFORD CROTON FAIR	5,166.67
MAIN STREET DELAWARE INC	4,000.00
PEOPLE IN NEED	17,333.33

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RECREATION UNLIMITED	11,390.00
STRAND THEATRE	8,333.33
STRATFORD ECOLOGICAL CENTER	3,500.00
WOMEN'S CITY CLUB	10,064.00
SECOND WARD COMMUNITY INITIATIVE	9,833.33
SHAWNEE HILLS CHAMBER OF COMMERCE	1,824.00
CONNECTIONS VOLUNTEER CENTER	2,610.00
THE ALPHA GROUP	15,700.00
ROSS ART MUSEUM	3,333.33

**FURTHER BE IT RESOLVED**, that the Board of County Commissioners approves a transfer of appropriation

<b>From</b>	<b>To</b>	
10011102-5380	10011102-5602	750.00
Commissioner General/Other Services	Commissioner General/Community Enhancement	

**FURTHER BE IT RESOLVED**, that the Board of County Commissioners approves a purchase order and voucher (10011102 -5602).

BIG WALNUT AREA HISTORICAL SOCIETY	2,874.67
CENTRAL OHIO SYMPHONY	3,366.67
DELAWARE COUNTY CULTURAL ARTS CTR	15,000.00
DELAWARE COUNTY HISTORICAL SOCIETY	33,822.33
DELAWARE SPEECH & HEARING CTR INC	2,666.67
HARTFORD CROTON FAIR	5,166.67
MAIN STREET DELAWARE INC	4,000.00
PEOPLE IN NEED	17,333.33
RECREATION UNLIMITED	11,390.00
STRAND THEATRE	8,333.33
STRATFORD ECOLOGICAL CENTER	3,500.00
WOMEN'S CITY CLUB	10,064.00
SECOND WARD COMMUNITY INITIATIVE	9,833.33
SHAWNEE HILLS CHAMBER OF COMMERCE	1,824.00
CONNECTIONS VOLUNTEER CENTER	2,610.00
THE ALPHA GROUP	15,700.00
ROSS ART MUSEUM	3,333.33

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

**16**

**RESOLUTION NO. 18-610**

**IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR AND OTHER STAFF FOR CERTAIN ADMINISTRATIVE MATTERS:**

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, the County Administrator may be absent or unavailable, requiring the appointment of an acting county administrator to perform the duties delegated pursuant to section 305.30 of the Revised Code; and

WHEREAS, pursuant to section 4115.071 of the Revised Code, the Board shall designate and appoint an employee to serve as prevailing wage coordinator for all contracts subject to prevailing wage requirements;

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

Section 1. The Board hereby delegates the following authority and duties to the County Administrator, pursuant to section 305.30 of the Revised Code:

- (A) Upon prior notice to each Commissioner, negotiate, approve, and execute contracts, agreements, change orders, or acquisitions of real property or interests in real property that are for amounts not exceeding Twenty-Five Thousand Dollars (\$25,000);

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- (B) Negotiate and execute settlement agreements for pending or threatened litigation, provided the County Administrator certifies in writing that discussion thereon has been conducted in a lawful executive session;
- (C) Review and approve departmental payrolls for all departments under the direction and control of the Board;
- (D) Review and approve requests for unpaid leaves of absence for up to two weeks;
- (E) Accept resignations of employees, except resignations of Deputy Administrators;
- (F) Review and approve, and execute any documents in furtherance of, all personnel actions, including, but not limited to, employing new hires, promotions, pay increases, discipline, and terminations, except as follows:
- (i) The County Administrator shall not approve any pay increase that applies to all employees, unless and until the pay increase has been approved by a prior resolution of the Board;
  - (ii) The County Administrator shall not approve any pay increase, or promotion that results in a pay increase, that applies to an individual employee that exceeds 5% or exceeds the amount of compensation approved in the current budget, unless and until the pay increase or promotion has been discussed in a lawful executive session;
  - (iii) The County Administrator shall not approve any pay increase, or promotion that results in a pay increase, for a select class of employees, unless and until the pay increases or promotions have been discussed in a lawful executive session;
  - (iv) The County Administrator shall not fix the compensation for internal or external candidates for director-level, or higher, positions until the proposed compensation has been discussed in a lawful executive session;
  - (v) The County Administrator shall not approve any personnel action pertaining to an employee that reports directly to the Board, unless and until the personnel action has been discussed in a lawful executive session; and
  - (vi) The County Administrator shall not approve any personnel action that is appealable to the State Personnel Board of Review, unless and until the personnel action has been discussed in a lawful executive session.
- (G) Review and approve all job descriptions, except the County Administrator shall not approve a job description for a position that reports directly to the Board unless and until a draft job description for such position has been presented to the Board and left open for Board comment for at least one week;
- (H) Review, in conjunction with the Deputy Administrator/Administrative Services, all requests for unpaid leave under the Family and Medical Leave Act ("FMLA") and Workers' Compensation, and approve those requests that meet unpaid FMLA requirements and those requests that meet unpaid leave under Workers' Compensation requirements;
- (I) Serve as the Contract Administrator, having general supervision over the contract and any work performed thereunder, for any contracts or agreements the Board has entered into and not specifically designated a Contract Administrator;
- (J) Request written opinions or instructions from the Prosecuting Attorney on behalf of the Board and coordinate the services provided by all outside counsel retained by the Board pursuant to sections 305.14 and 309.09 of the Revised Code;
- (K) Upon prior notice to each Commissioner, execute last chance agreements for employees in departments under the direction and control of the Board;
- (L) Approve mortgage releases for mortgages that have been fully satisfied;
- (M) Act as the county chief executive officer and execute standard assurances and compliance certificates for grant applications approved by the Board;
- (N) Act as the county chief executive officer and approve and execute written representations as a part of routine audits;
- (O) Review and approve requests for tuberculosis treatment financial assistance submitted pursuant to section 339.71, *et seq.*, of the Revised Code, provided the requested amount does not exceed the



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contracting authority limit established in this Resolution;

(P) Approve and allow the payment of claims against the county, pursuant to R.C. 307.55 and 319.16, when the county auditor presents a payment recap for approval on the date of a regular session of the Board that has been canceled; and

(Q) Accept gifts, devises, bequests, or other donations on behalf of the county, pursuant to section 9.20 of the Revised Code, provided that the value thereof is less than \$1,000.00, that notice of each acceptance is provided to each member of the Board, and that a detailed report of all gifts, devises, bequests, or other donations accepted is provided to the Board within fifteen (15) days after the end of the fiscal year in which the acceptance occurred.

Section 2. The Board hereby declares that Resolution No. 10-211, delegating to the County Administrator the authority to carry out certain functions of the Board during a disaster or emergency, shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, the County Administrator shall, to the extent practicable, inform all members of the Board and the Clerk to the Board in writing of the absence and its expected duration. In the event the County Administrator is unavailable or expected to be absent for less than or equal to four weeks, the Board hereby designates the Deputy Administrator/Administrative Services or the Deputy Administrator/Office of Budget and Management as the Acting County Administrator with authority to perform all functions delegated in Section 1.

For absences expected to be longer than four weeks, all functions delegated in Section 1 shall revert to the Board during the County Administrator's absence unless the Board specifically delegates any or all of those functions by separate action of the Board.

Section 4. The Board hereby designates and appoints the following employees to serve as prevailing wage coordinator for the specified contracts that are subject to prevailing wage requirements:

- (A) The Delaware County Engineer, for all Motor & Gas and Road & Bridge projects;
- (B) The Delaware County Sanitary Engineer, for all Regional Sewer District Fund projects;
- (C) The Director of Economic Development, for all Economic Development Fund and Grant projects;
- (D) The Director of Facilities, for all other projects.

Section 5. This Resolution supersedes Resolution No. 16-424 and shall take effect immediately upon adoption.

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

**17**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Jane Hawes has received a promotion to Director. Jane has done a great job with the rebranding and web site projects.

**18**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the Health Assessment presented by the Delaware County General Health District.
- Attended the Grand Re-Opening of the Maxtown Road Kroger.
- There will be a Legislative Update at SourcePoint tomorrow at 2:00 PM.

Commissioner Lewis

- Attended a MORPC Northeast Regional Collaboration meeting.
- Attended the Bridges/Community Action meeting. There will a presentation of their annual report soon.

Commissioner Merrell

- Rick Sedlacek has passed away. He will be missed.
- Memorial Day weekend is this coming weekend. Remember those who have served in the Armed Services.

**19**

**RESOLUTION NO. 18-611**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:**

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 24, 2018**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ 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 consideration of appointment of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation.

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

**RESOLUTION NO. 18-612**

**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.

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

**RESOLUTION NO. 18-613**

**IN THE MATTER OF APPROVING WAGE SCALES FOR DELAWARE COUNTY  
COMPENSATION MANAGEMENT SYSTEM FOR JOB AND FAMILY SERVICES DEPARTMENT  
INCOME MAINTENANCE WORKER III POSITION:**

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

WHEREAS, the Deputy County Administrator and the Director of Job and Family Services recommend approving wage scales with the Delaware County Compensation Management System for the Job And Family Services Department Income Maintenance Worker III Position;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the wage scales for the Job and Family Services Department Income Maintenance Worker III Position be included with the Delaware County Compensation Management System.

Market Adjustment 5/2018					Income Maintenance III (IM 3) Market Adjustment 5/2018 (PFS)
3	\$	16.33	\$	21.76	
		\$1,306		\$1,741	Biweekly
		\$33,966		\$45,260	Annually

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 24, 2018**

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Jennifer Walraven, Clerk to the Commissioners