

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O’Brien, Commissioner

RESOLUTION NO. 14-225

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 3, 2014:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 3, 2014; 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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-226

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0305:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0305 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
FACILITIES– SERVICE AND CHARGES				
R1402731	LB Cleaning Company LLC	Cleaning Services 3 Locations	10011105-5301	27,000.00
PERMANENT IMPROVEMENT– SERVICE AND CHARGES				
R1402878	HOUSE OF SECURITY	COURTHOUSE EXTERIOR SINGLE POINT DOOR REPLACEMENT	40111402-5328	17,027.41
PROPERTY AND CASUALTY INSURANCE– SERVICE AND CHARGES				
R1402850	BLUES AUTO SERVICE INC	REPAIR 21-6	60111901-5370	17,404.35
ENVIRONMENTAL SERVICES– SERVICE AND CHARGES				
R1402875	BCP COLUMBUS LLC	REFUND OF SURCHARGE FEES	66211903-5319	5,468.73

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-227

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

The Director of Administrative Services is requesting that Molly Levings attend a SERB Training in Columbus, Ohio from March 31- April 1, 2014 at the cost of \$275.00 (fund number 10011108).

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The County Auditor is requesting that Andrea Parsons attend the 2014 ESRI International User Conference in San Diego, CA from July 13-18, 2014 at the cost of \$2970.00 (fund number 20110106).

The Chief of Emergency Medical Services is requesting that Sam Skipworth, Captain Joseph Farmer, Michael Rezentes, Jo Tranchita, Lt. Charles Roderick, Lt. Dan Jividen and Glen Keating attend a Multi-Track Conference for EMS and Fire instructors in Delaware, OH on March 21, 2014 at the cost of \$245.00 (fund number 10011303).

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-228

IN THE MATTER OF ESTABLISHING A PRISONER WORK PROGRAM:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, pursuant to section 341.27 of the Revised Code, the sheriff and board of county commissioners of any county jointly may establish in writing a prisoner work program pursuant to which prisoners and adult offenders confined in a county correctional facility under control of the county work outside of the facility in a work detail administered by the facility; and

WHEREAS, sheriff and board of county commissioners hat jointly establish a prisoner work program shall specify rules for the operation of the program; and

WHEREAS, the Delaware County Sheriff has implemented an Inmate Work Detail/Trustee Program and recommends that the Delaware County Board of Commissioners (the “Board”) adopt the program to serve as a jointly established prisoner work program in accordance with section 341.27 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, jointly with the Delaware County Sheriff, hereby establishes a prisoner work program and the rules for the operation thereof as follows:

Delaware County Sheriff’s Office Standard Operating Policy		
Title: Inmate Work Detail/ Trustee Program	Section: 8.10	Version:1
Approved by: Sheriff Russell L. Martin		Pages: 5
Date Approved/Adopted: 01/09/2014	Date Posted: 01/09/2014	Date Effective: 01/16/2014

A. Criteria for Inmate Work Detail/ Trustee Selection:

- 1. Must be sentenced to a minimum of thirty (30) days in the Delaware County Jail (DCJ).
- 2. Must have served a minimum of seven (7) days in general population without problems.
- 3. No offense of violence within the past two (2) years.
- 4. No conviction of escape and/or fleeing/eluding from a county/state institution within the past five (5) years.
- 5. No active holders from another jurisdiction.
- 6. No charges of assault and resisting a law enforcement officer within the past two (2) years.
- 7. Must be willing to work and adhere to the jail rules and regulations governing work details.
- 8. Must be medically assessed and cleared to perform job functions.
- 9. Must read, understand and sign the “Inmate Work Program Agreement.”
- 10. Must read, understand and sign a “Release of Claims” form.

B. General Rules for the Inmate Work/Trusty Detail:

- 1. All inmate rules and regulations of the DCJ will be complied with at all times.
- 2. If an inmate is not working for any reason, they will be returned to their housing assignment.
- 3. All inmates assigned to a work/trusty detail SHALL be searched by a Correction Officer after returning from their work detail and PRIOR to being placed back into their housing area.

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4. An inmate will not communicate with anyone other than the DCJ staff while on a work/trusty detail and will not pass anything from one inmate to another inmate.
 5. The inmate will not accept any item not pre-approved by DCJ staff.
 6. The inmate will not show any type of disrespect to the general public or DCJ staff.
7. Upon consideration for the quality and amount of work done, a recommendation of a reduction of the inmate's sentence may be submitted to the inmate's court of record. The reduction of an inmate's sentence shall become effective ONLY upon written authorization of the sentencing judge or magistrate of the court which imposed the original sentence.
- a. On sentences of ninety (90) days or less, up to three (3) days for each thirty days of sentence.
 - b. On sentences longer than ninety (90) days, but no longer than six (6) months, up to four (4) days for each thirty (30) days of sentence.
 - c. On sentences longer than six (6) months, up to five (5) days for each thirty (30) days of sentence.

C. Criteria for OUTSIDE work detail: (per ORC 341.27 and DCJ policy)

1. No prisoner or adult offender confined in the DCJ under a charge of, or a sentence imposed for, an offense of violence may be assigned to a work detail. No prisoner or adult offender confined in the DCJ under a charge of, or a sentence imposed for, an offense classified as a first or second degree felony may be assigned to a work detail.
2. **NO** prisoner or adult offender may be forced to work an outside detail. Assignment shall be strictly voluntary.
3. The prisoner or adult offender assigned to a work detail must be imprisoned or reside in the DCJ.
4. The prisoner or adult offender assigned to a work detail must not have any active holders from another jurisdiction or be under supervisory authority of the adult parole authority.
5. The prisoner or adult offender must be willing to adhere to the rules and regulations governing work details.
6. Must, read, understand and sign the "Inmate Work Program Agreement."
7. Must read, understand and sign a "Release of Claims" form.

D. General Rules for the OUTSIDE Inmate work detail:

1. All inmate rules and regulations of the DCJ will be complied with at all times.
2. Upon re entry to the Correctional facility from an outside work detail, the inmate will be strip searched, showered and given a new jumpsuit PRIOR to returning to a housing area.
3. Inmates will NOT communicate with anyone other than the Sheriff's Office personnel while on an outside work detail and /or will not pass anything from one inmate to another.
4. The inmate will not show any type of disrespect to the general public or Sheriff's Office personnel.
5. The inmate will not accept any item not pre-approved by Sheriff's Office's personnel.

E. This Policy is consistent with section 341.27 of the Revised Code, which states as follows:

341.27 Qualified immunity for injuries to work detail prisoners.

- (A) As used in this section:
 - (1) "County correctional facility" has the same meaning as in section 341.42 of the Revised Code.
 - (2) "County correctional officer" has the same meaning as in section 341.41 of the Revised Code.
- (B) The sheriff and board of county commissioners of any county jointly may establish in writing a prisoner work program pursuant to which prisoners and adult offenders confined in a county correctional facility

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under control of the county work outside of the facility in a work detail administered by the facility. A program established under this division shall be separate from and independent of any program or camp established under section 341.31, 5147.28, or 5147.30 of the Revised Code or under any other provision of the Revised Code. A sheriff and board of county commissioners that jointly establish a program under this division shall specify rules for the operation of the program. The rules shall include, but are not limited to, rules that provide the following:

- (1) That no prisoner or adult offender confined in the facility under a charge of, or a sentence imposed for, an offense of violence may be assigned to a work detail under the program;
- (2) That no prisoner or adult offender may be assigned to a work detail under the program unless the prisoner or adult offender volunteers for the work detail;
- (3) That no prisoner or adult offender under supervisory authority of the adult parole authority may be assigned to a work detail under the program.
- (C) If all the prisoners or adult offenders working on a work detail administered by a county correctional facility and outside the facility have volunteered for the work detail and are imprisoned or reside in that facility for an offense other than a felony of the first or second degree and if the applicable county correctional officer complies with division (D) of this section, both of the following apply:
 - (1) No sheriff, deputy sheriff, or county correctional officer is liable for civil damages for injury, death, or loss to person or property caused or suffered by a prisoner or adult offender working on the work detail unless the injury, death, or loss results from malice or wanton or reckless misconduct of the sheriff, deputy sheriff, or county correctional officer.
 - (2) The county in which the prisoners or adult offenders work on the work detail and that employs the sheriff, deputy sheriff, or county correctional officer is not liable for civil damages for injury, death, or loss to person or property caused or suffered by a prisoner or adult offender working on the work detail unless the injury, death, or loss results from malice or wanton or reckless misconduct of the sheriff or any deputy sheriff or county correctional officer.
- (D) To qualify for the immunity described in division (C)(1) of this section regarding a work detail, a county correctional officer, prior to having the prisoners or adult offenders of the county correctional facility, work outside the facility on the work detail, shall inform each prisoner or adult offender on the work detail of the provisions of this section, including notifying the prisoner or adult offender that, by volunteering for the work detail, the prisoner or adult offender cannot hold the sheriff, deputy sheriff, or county correctional officer or the county liable for civil damages for injury, death, or loss to person or property unless the injury, death, or loss results from malice or wanton or reckless misconduct of the sheriff, deputy sheriff, or county correctional officer.

INMATE WORK/ TRUSTY PROGRAM – REDUCTION IN TIME REQUEST

Inmate name: _____ Index number _____

Case Number: _____ Court: _____

Sentence Length: _____ Sentence release date: _____

Good Time Days Earned: _____

The inmate named above has participated in the Inmate Work/Trusty Detail Program and has earned “Good Time” per ORC 2947.151 and has requested to be released early. If granted, the new release date will be: _____

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Jail Supervisor making request

Presiding Sentencing Judge

INMATE WORK/TRUSTY DETAIL PROGRAM AGREEMENT

Inmate name: _____ Index number: _____

You have been approved to become a worker/trusty in the Work/Trusty Detail Program. You must abide by the following rules of the program:

- 1. Follow all Delaware County Jail (DCJ) rules and regulations as described in the inmate handbook.
- 2. Follow lawful orders given by Sheriff’s Office personnel and obey those orders without question.
- 3. Any complaints about the Inmate Work /Trusty Detail Program must be submitted in writing to the Director of the DCJ.
- 4. You must not bring any items in or out of the facility other than the items used for work, or items approved by a supervisor.
- 5. You are not to pass anything to another inmate and/or deliver items from one inmate to another inmate.
- 6. You are not to supervise another inmate at any time.
- 7. You are subject to frisk search and/or strip search at any time.
- 8. You will not communicate with the public, family members or friends unless authorized to do so by a supervisor.
- 9. A violation of any rule will be cause for dismissal from the Work/Trusty Detail Program and possibly loss of “good time” and in addition, might also result in disciplinary action being filed against you.
- 10. Any attempt to walk away and/or escape from the Work/Trusty Detail Program will result in felony charges being filed against you.

I have read and understood both the rules and regulations of the DCJ and the Work/Trusty Detail Program and I understand failure to comply with either will result in my dismissal from the Work/Trusty Detail Program.

Inmate signature _____ Date: _____

Correction Officer _____ Date: _____

INMATE WORK/TRUSTY DETAIL PROGRAM
RELEASE OF CLAIMS FORM

I do hereby volunteer as a worker for the Delaware County Work/Trusty Detail Program. I understand the work assignments are decided by the Correction Officer assigned to my work detail. I also understand I might be assigned to special clean-up projects throughout Delaware County.

I have been informed of the rules and intent of the program, and I understand that my participation does not obligate the Delaware County Jail or the Delaware County Sheriff’s Office in any way.

I have no physical illness, handicap or condition that would prevent me from doing such work or would make me prone to injury in doing such work.

I hereby release the Delaware County Sheriff’s Office, Sheriff’s Office personnel, the Delaware County

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Commissioners, and any and all cities, villages, or townships with which I may be working from any liability or death sustained by me as a assault of my participation in the Inmate Work/Trusty Detail Program.

Inmate signature: _____ Date: _____

Witness signature: _____ Date: _____

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-229

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED WAY OF DELAWARE COUNTY WOMEN’S LEADERSHIP NETWORK:

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

Grant: 2014/15 Women’s Leadership
Source: United Way of Delaware
Grant Period: 7-1-14 thru 6-30-15

Grant Amount \$3250.00
Local Match 0
Total \$3250.00

This grant will pay for incidental parent and baby needs for mothers in the MOMS program.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-230

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HDR ENGINEERING, INC. FOR TARTAN FIELDS FILTER REPLACEMENT:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with HDR Engineering, Inc. for Tartan Fields Filter Replacement.

PROFESSIONAL SERVICES CONTRACT

TARTAN FIELDS FILTER REPLACEMENT

Section 1 – Parties to the Agreement

Agreement made and entered into this 6th day of March, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of HDR Engineering, Inc., 2800 Corporate Exchange Drive, Columbus, Ohio 43231 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Contract Administrator and agent of the Board for Work performed in accordance with this Agreement. The Contract Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

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Consultant agrees to furnish, unto the County, professional services in accordance with "Exhibit A" Scope of Work, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Contract Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall not exceed forty-six thousand five hundred thirty dollars (**\$46,530**). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Contract Administrator 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. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Contract Administrator and shall complete the work no later than 75 days after authorized starting date. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Contract Administrator. 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 Contract Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its sub-consultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of Engineering services hereunder plus three (3) years following any additional services provided during construction, 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.
- 7.5 **Additional Insureds:** The 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **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 and properly executed endorsements required by Subsection 7.5. 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.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County 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 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.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. 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.

Section 10 – Change in Scope of Work

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In the event that significant changes to the Scope of Services as defined in Section 3 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.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. 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. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

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.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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.
- 13.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **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.
- 13.10 **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.

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,

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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.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with HDR Engineering, Inc. in the total amount of \$46,530.00 from org key 66611906-5301.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-231

IN THE MATTER OF APPOINTING MEMBERS TO THE CONCORD/SCIOTO COMMUNITY
AUTHORITY BOARD OF TRUSTEES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, Thomas Lasher's and Greg Dietz's terms as Citizen Members will expire on March 21, 2014, and Mr. Lasher and Mr. Dietz have applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Concord/Scioto Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
Citizen Member	Thomas Lasher	March 22, 2014	March 21, 2016
Citizen Member	Greg Dietz	March 22, 2014	March 21, 2016

Section 2. The appointments approved herein shall be effective on March 22, 2014.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-232

RESOLUTION DETERMINING SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN PARCELS
OF REAL PROPERTY OWNED BY EPCON SAWMILL, LLC TO THE POWELL COMMUNITY
INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR
ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY
AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR PUBLIC HEARING UNDER
CHAPTER 349 OF THE OHIO REVISED CODE:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Powell Community Infrastructure Financing Authority (the "Authority") was filed with this Board by Triangle Properties, Inc. (the "Developer"), as developer of the Authority on May 11, 2001; and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority is comprised solely of the Board of County Commissioners of Delaware County, Ohio (the "Board"); and

WHEREAS, pursuant to Resolution No. 01-567 and pursuant to Section 349.03(A) of the Ohio Revised Code, the

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Board upon the filing of the Petition determined that the Petition was sufficient and that it complied with the requirements of Section 349.03 of the Ohio Revised Code; and

WHEREAS, the Board adopted Resolution No. 01-681 establishing the Authority pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, on February 21, 2014, the Developer filed an application (the "Application") with the Board requesting that certain parcels of real property owned by Epcon Sawmill, LLC be added to the District, which application was signed by the cities of Columbus, Ohio, Delaware, Ohio, and Powell, Ohio, as the "proximate cities" pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years duration, options or contracts to purchase, of the Developer; and
WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

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

1. The Board finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.
2. A public hearing on the Application shall be held on **Monday April 7, 2014 at 10:00a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in The Delaware Gazette.
4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. That this Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

ADMINISTRATOR REPORTS

Tim Hansley

-Contacted those involved with the Economic Development website and all agreed the meeting next week work session would be too soon to meet.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-No Reports

Commissioner Stapleton

-No Reports

Commissioner Merrell

-Went to Marion yesterday with County Engineer to talk about the Upper Scioto and flooding. Would like County Engineer to speak with the rest of the Board about the discussions.

RESOLUTION NO. 14-233

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF
EMPLOYMENT, DISMISSAL, DISCIPLINE OR DEMOTION OF A PUBLIC EMPLOYEE OR PUBLIC**

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2014

OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 9:48 AM.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-234

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 10:53 AM.

Vote on Motion Mr. O'Brien Aye Mr. Stapleton Aye Mr. Merrell Aye

RESOLUTION NO. 14-235

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

The Director of Administrative Services recommends accepting the termination of Jill Bowen from the Public Defender’s office; effective March 6, 2014 at 11:00 AM.

Therefore Be it Resolved, the Board of Commissioners approve the termination of Jill Bowen from the Public Defender’s office; effective March 6, 2014 at 11:00 AM.

Vote on Motion Mr. Merrell Aye Mr. O’Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-236

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

The Director of Administrative Services recommends accepting the hiring of Mindy Owens as a Human Resources Manager; effective March 10, 2014.

There Be it Resolved, the Board of Commissioners approve the hiring of Mindy Owens as the Human Resources Manager; effective March 10, 2014.

Vote on Motion Mr. O’Brien Aye Mr. Merrell Nay Mr. Stapleton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
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COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2014
