

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 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. 14-1034

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 11, 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 September 11, 2014; and

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

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

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

**DIRECTOR DANIELS, THE OHIO DEPARTMENT OF AGRICULTURE
OHIO BICENTENNIAL & CENTURY FARMS
THE NEWHOUSE FAMILY**

RESOLUTION NO. 14-1035

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS HONORING THE NEWHOUSE FAMILY AS A DELAWARE COUNTY BICENTENNIAL FARM FAMILY:

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

WHEREAS, the Delaware County Board of Commissioners is proud to honor the Newhouse Family as a Delaware County Bicentennial Farm Family and thank them for their 200 years of outstanding contributions to our agricultural community;

WHEREAS, each year the Ohio Department of Agriculture honors Bicentennial Farm Families and presents this award at the September 15 session of the Delaware County Commissioners; and

WHEREAS, the Newhouse Family began farming in 1814 when Anthony and Nancy Newhouse moved from Pickaway County to Scioto Township in Delaware County; and

WHEREAS, in 1840, they were instrumental in building one of the first log churches in the township; and

WHEREAS, the couple passed on the farm from father to son for five generations and the farm is currently owned by Gary and Yvonne Newhouse and Gary's sister Sharon and her husband Brian Wade, who still raise wheat, corn, and soybeans on the 133 acres;

WHEREAS, Gary and Sharon's parents, Joy and Helen Newhouse, were active in the community, having worked with Delaware Rural Electric, Delaware County Farm & Home, the county Agriculture & Stabilization Board, the Farmers' Exchange Board, and as advisors for 4-H;

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners hereby congratulates the Newhouse Family as a Delaware County Bicentennial Farm Family and celebrate with them in successfully keeping and working the farm for the past 200 years.

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

RESOLUTION NO. 14-1036

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS CONGRATULATING JOHN WATKINS ON HIS INDUCTION INTO THE 49TH ANNUAL OHIO AGRICULTURAL HALL OF FAME:

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

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

WHEREAS, the Delaware County Board of Commissioners is proud to honor Radnor resident John Watkins for his induction into the Ohio Agricultural Hall of Fame, for working in, promoting, and advocating for Ohio's farm community; and

WHEREAS, each year the Ohio Agricultural Council honors professionals for their lifetime of service and dedication to agriculture at a special breakfast ceremony during the Ohio State Fair; and

WHEREAS, John Watkins was recognized for more than 50 years of positively impacting the lives of tens of thousands of young people preparing for a career in the farming community; and

WHEREAS, John taught vocational agriculture, advised a Future Farmers of America chapter, and served as mentor for students, before serving as the Assistant Ohio State Supervisor of the Department of Vocational Education; and

WHEREAS, he also served 16 years as a Marion County Commissioner and as chairman of the Agriculture Committee of the Ohio County Commissioners Association;

WHEREAS, John Watkins' energy, enthusiasm, and commitment to the Ohio agriculture community have made a difference in the classroom, in educational administration, and in public service;

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners hereby congratulates John Watkins on his induction into the 49th Annual Ohio Agricultural Hall of Fame.

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

RESOLUTION NO. 14-1037

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 30th LITTLE BROWN JUG 2014 JOSEPH NEVILLE AWARD WINNER:

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

2014 Joseph Neville Award 18th Recipient Sam "Chip" Noble III

WHEREAS, a Little Brown Jug Joseph Neville Award recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, this year's Joe Neville Award winner is awarded posthumously to Sam "Chip" Noble III, one of the top driver/trainers in the sport and a member of the Ohio Harness Racing Hall of Fame; and

WHEREAS, Chip Noble was the third leading driver in the history of the Delaware County Fair with 106 victories; and

WHEREAS, Chip Noble was one of the top percentage drivers in the sport and won the North American UDR crowns in 1978, 1981 and 1983 and in 2003 received the Buckeye State's highest honor as the 30th inductee into the Ohio Harness Racing Hall of Fame; and

WHEREAS, he was a director of the United States Trotting Association and the Ohio Harness Horsemen's Association, and a member of the Little Brown Jug Society; and

WHEREAS, many of the more than 175,000 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds the late Sam "Chip" Noble III for his exemplary career in the field of horse racing with the presentation of this proclamation to his family.

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

RESOLUTION NO. 14-1038

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 30th LITTLE BROWN JUG WALL OF FAME RECIPIENT:

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

Wall of Fame Honoree Don "Doc" Mossbarger

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

WHEREAS, a Little Brown Jug Wall of Fame recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, this year's Wall of Fame honoree is Dr. Don "Doc" Mossbarger, founder of Midland Acres of Bloomingburg, Ohio; and

WHEREAS, Doc Mossbarger established Midland Acres in the 1960s to supplement his veterinary practice and it has produced some of Ohio's best stallions, including Final Score, Nobleland Sam, and Speed in Action; and

WHEREAS, he was a tireless supporter of the efforts to bring the Video Lottery Terminals to Ohio's racetracks, and

WHEREAS, Doc Mossbarger is a member of the Little Brown Jug Society and past president and board member of the Ohio Harness Horsemen's Association and a 1994 inductee into the Ohio Harness Racing Hall of Fame; and

WHEREAS, many of the more than 175,000 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds Dr. Doc Mossbarger for his exemplary career in the field of horse racing with the presentation of this proclamation.

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

PUBLIC COMMENT

Al Meyers- Welcome and Thank you for holding the Commissioner Session at the fair again this year.

Chip Thomson- Update on the fair-grounds bed tax initiative

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1039

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0912:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0912 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES				
R1405127	WESTECH	REPAIR CLARIFIER, SKIMMER AND WEIGHTS	66211903-5201	\$16,330.00
R1405153	FLOWLINE LLC	CLEANING MAXTOWN WETWELL	66211904-5328	\$34,293.70
JOB AND FAMILY SERVICES				
R1405177	SANDUSKY COUNTY JOB AND FAMILY SERVICES	PHASE II PROJECT	22411601-5320	\$7,500.00

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

RESOLUTION NO. 14-1040

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services requests that Jason Watts, Kris Fluty, James Rutherford, Dan Farmer, Nick Eichensehr and Scott Nichols attend a Qualified Electrical Worker Training in Powell, Ohio on October 2 & 3, 2014 at a total cost of \$2,100 from org key 66211901.

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

RESOLUTION NO. 14-1041

IN THE MATTER OF PROCLAIMING SEPTEMBER 23, 2014 AS FALLS PREVENTION AWARENESS DAY IN DELAWARE COUNTY:

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

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

WHEREAS, falls are the leading cause of both fatal and nonfatal injuries for those 65 years of age and over.

WHEREAS, an older Ohioan falls every two minutes and sustains a fall-related injury every five minutes, resulting in two hospitalizations every two hours, an ER visit every eight minutes and three deaths each day.

WHEREAS, it is estimated that in any year, one-third of persons over the age of 65 will suffer a fall, and those who fall are two to three times more likely to fall again.

WHEREAS, falls and fall-related injuries cost Ohio more than \$4.2 billion each year.

WHEREAS, the Delaware General Health District is committed to assisting older adults improve their balance through programs like A Matter of Balance and Tai Chi, which help older adults gain strength and build confidence to help them live healthier lives and preserve their independence.

WHEREAS, the Delaware General Health District also helps to keep older adults independent and safe in their own homes with home safety assessments conducted by staff members specially trained to identify and eliminate falling hazards.

WHEREAS, the Stepping Up to Prevent Falls Coalition led by the Delaware General Health District works to increase awareness of this preventable health hazard and encourage Delaware County residents to take steps to protect those who are at increased risk of falling.

WHEREAS, This awareness day is an opportunity for older adults and their support communities to learn how to reduce falls risks so our seniors can stay independent for as long as possible.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim September 23, 2014 as Falls Prevention Awareness Day in Delaware County, and call upon the people of Delaware County to help seniors enjoy active, independent lives by preventing falls and injuries.

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

RESOLUTION NO. 14-1042

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND ACME TAXI FOR CLIENT TRANSPORTATION:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Client Transportation;

**First Amendment To Contract
Transportation Services**

This First Amendment of the Contract For Transportation Services is entered into this 15th day of September, 2014 by and between the Delaware County Board of County Commissioners (hereinafter "Board") located at 101 North Sandusky Street, Delaware County, Ohio 43015, Delaware County Department of Job and Family Services (hereinafter "DCJFS") located at 140 North Sandusky Street, Delaware, Ohio 43015, and ACME Enterprises, Inc. (hereinafter referred to as the "Contractor"), whose principal place of business is located at 1399 Windrush Circle, Blacklick, Ohio 43004 (hereinafter singly "Party" and collectively "Parties.")

WHEREAS, the Parties entered into the Contract For Transportation Services (hereinafter "Contract") dated April 8, 2013; and,

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The term of this contract, including applicable appendices, shall be extended for an additional eighteen (18) months, inclusive of October 1, 2014 through March 31, 2016.
 - B. Either Party may terminate this Contract at any time for any reason by giving at least thirty (30) days advance notice in writing, to the other Party. The Contractor shall be entitled to receive compensation for any

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

services satisfactorily performed hereunder through the date specified on the notice as the effective date of such termination.

2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

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

RESOLUTION NO. 14-1043

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR KILLDEER MEADOWS SECTION 3 AND ALUM CROSSING SECTION 2 PHASE B PART 2:

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

Whereas, the construction of new sanitary sewers at Killdeer Meadows Section 3 and Alum Crossing Section 2 Phase B Part 2 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreements; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Killdeer Meadows Section 3	1954' feet of 8- inch sewer	\$104,016.27
	7 manholes	\$15,500.00
Alum Crossing Section 2 Phase B Part 2	581' feet of 8- inch sewer	\$19,928.30
	2 manholes	\$3,200.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, 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.

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

RESOLUTION NO. 14-1044

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STATUS, CONTROL, AND INTEGRATION, INC. FOR THE ALUM CREEK WATER RECLAMATION FACILITY ADMIN PLC UPGRADE:

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

WHEREAS, the SCADA programming for the administration (ADMIN) building at the Alum Creek Water Reclamation Facility is in need of upgrading, and

WHEREAS, the Sewer District desires to convert the current PLC-5 programming system to ControLogix programming, and

WHEREAS, the Sanitary Engineer recommends the Board enter into an agreement with Status, Control, and Integration, Inc. to perform the conversion.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

THEREFORE, be it resolved that The Board execute the following Agreement with Status, Control, and Integration, Inc.

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
ALUM CREEK WATER RECLAMATION FACILITY ADMIN PLC UPGRADE CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 15th day of September, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Status, Control and Integration, Inc. 8555 McCann Road, Kensington, Ohio 44427 (“Contractor”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, contract services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Contractor agrees that invoices for the Scope of Services in Section 3 of this agreement shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$23,404.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid upon completion of service performed and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator 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. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of contract until December 31st 2014.

Section 7 – Insurance

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work 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 and properly executed endorsements listing the additional insured as required in Subsection 7.4. 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 work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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

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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor 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. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **Findings for Recovery:** Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 **Non-Discrimination/Equal Opportunity:** Contractor 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.

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 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.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014

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.

11.9 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.

11.10 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.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHERMORE, Be It Resolved, that The Board approves a purchase order with Status Control, and Integration, Inc. in the amount of \$23,404.00 from org key 66211904-5328.

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

RESOLUTION NO. 14-1045

IN THE MATTER OF APPROVING CHANGE ORDER NO.3 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

Whereas, Meade Construction, Inc. is currently under contract to complete the 2014 Roof Replacement for Alum Creek Water Reclamation Facility; and

Whereas, the existing air handling units are in need of assessment for repair; and

Whereas, there is an increase of \$6,137.06 in the Contract Sum; and

Whereas, there is no change in Contract Time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 3.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 3 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

RESOLUTION NO. 14-1046

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING UNITED WAY TO CONDUCT THE 2015 CAMPAIGN:

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

WHEREAS, the Delaware County Commissioners approved the United Way of Delaware County as the designated charitable giving agency after having met all the requirements; and

WHEREAS, Delaware County has more than 1100 employees who may be willing to give back to their community and who may appreciate an opportunity to contribute to this fund-raising effort through county-sanctioned activities and/or a payroll deduction plan; and

WHEREAS, every year the United Way of Delaware County conducts a fundraising campaign, on behalf of those members of the Delaware County community who have unmet needs, allowing every person donating to help impact many lives with a single donation or pledge; and

WHEREAS, a Delaware County employee is willing to serve as the 2015 Campaign Chair and county employees are willing to serve on a Campaign Planning Committee; and

WHEREAS, we have moved the campaign to a fall time-frame, with pledges to be deducted from 2015 calendar year pay;

NOW THEREFORE, the Delaware County Board of Commissioners resolve to approve the conducting of the 2015 United Way Campaign, and authorize the involvement of county employees in the fundraising activities of the campaign, scheduled from October 13 – 26, 2014; as all in accordance with the policy adopted by Resolution 13-424.

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

RESOLUTION NO. 14-1047

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ASSISTANT DOG WARDEN FOR THE DOG SHELTER:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Assistant Dog Warden for the Dog Shelter;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Assistant Dog Warden for the Dog Shelter:

Job Title:	Assistant Dog Warden	Department:	Dog Shelter
Position Type:	Full-time, 40 hours per week (Non-Union)	Address:	4781 County Home Road Delaware, OH 43015
Typical Work Schedule:	Varies	Pay Range:	County Compensation Plan
Contact Information:	740-833-2120	FLSA:	Hourly, non-exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		
Objectives			
Individual maintains animal control and is responsible for enforcing applicable state and county laws and regulations. Individual reports to the Dog Warden.			
Job Standards			
High School diploma or GED and a minimum of two (2) years' experience working with animals. Individual shall have euthanasia certification within six months of employment and must possess a valid Ohio Driver's License and acceptable driving record. Individual must meet and maintain qualifications for driving on county business at all times, including insurability. Must maintain all required licenses and certifications as a continued condition of employment.			
Job Description			
ESSENTIAL JOB FUNCTIONS:			
<ul style="list-style-type: none"> • Captures and impounds stray and vicious dogs and cares for the dogs while impounded, including but 			

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014**

not limited to: feeding, watering, walking and cleaning cages;

- Properly maintains and operates the Dog Shelter, including cleaning and light maintenance;
- Responds to calls and complaints regarding stray and vicious dogs from citizens, 911 emergency dispatch, law enforcement, and other animal control officers, as necessary;
- Performs euthanasia of dogs and properly disposes of animal remains;
- Seeks to identify new homes for dogs and returns dogs to owners when the owner is located;
- Reviews registrations of dogs as necessary and enforces dog control and licensing laws;
- Investigates reports of livestock killed by dogs, coyotes or black vultures;
- Investigates dog bite reports, calls and complaints;
- Investigates issues regarding dogs, including but not limited to: failure to license, failure to control, etc.;
- Makes court appearances regarding violators of Ohio dog ownership laws;
- Safely and effectively operates County dog vehicles while performing assigned duties;
- Creates correspondence, completes forms, prepares files, maintains documents and develops reports associated with the dog shelter operation, including but not limited to; adoption, licensing, rescue organizations, lost and found reports and advertising for adoptable dogs;
- Handles client complaints and public inquiries regarding programs;
- Answers telephone, receives and greets clients, vendors / visitors; makes referrals and gives and receives information;
- Participates in regular staff meetings, staff training programs, and aids the development of positive team relationships;
- Works overtime as required;
- Participates in on-call rotation and responds to after-hours calls;
- Demonstrates regular and predictable attendance;
- Plans and participates in public speaking engagements;
- Handles cash, checks, and receipts and documents all monetary transactions; and
- Other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment:

Ability to operate a variety equipment such as computer, copier, typewriter, scanner/copier, microchip scanner, telephone, calculator, FAX machine, blow gun, snares, live trap, syringe, chemical capture, carbon monoxide chamber, and gas cylinders. In addition, individual must have ability to use two-way radios, pagers, fire extinguisher, rubber gloves, mask, hardhats, respirators, earplugs, safety vests, goggles, ASP Baton, pepper spray, cell phone and other equipment necessary to perform duties. Ability to safely operate a motor vehicle is required.

Critical Skills/Expertise:

- Thorough knowledge of and the ability to apply rules, regulations and guidelines associated with proper control of dogs, and licensing program;
- Working knowledge of various breeds of dogs and animal behavior;
- Thorough knowledge of animal first aid, handling dangerous, vicious, and unhealthy animals;
- Administers euthanasia according to established procedures;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- Ability to communicate professionally and effectively with internal and external, both orally and in writing;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to de-escalate tense, volatile or potentially violent situations;
- Ability to work independently, under pressure, and to set and achieve goals;
- Ability to organize and maintain large volumes of information and paperwork;
- Thorough knowledge, and adherence to follow and ensure compliance with safety policies, procedures and practices;

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014

- Thorough knowledge and adherence with all applicable federal, state, county, and departmental policies and procedures, laws and regulations.
- Ability to prepare public presentations to specialized audiences and the general public; and
- Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

II. DIFFICULTY OF WORK

Work consists of application of state laws and regulations, and established procedures to complete standardized operations. Individual is required to have a knowledge of and ability to apply detailed procedures, which are based upon legal requirements. Individual is required to interpret the laws and assign a variety of work assignments. Work consists of dog handling and capture, which may be violent and the ability to work with people who may be distraught, irate, etc.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the County. Individual operates independent of supervision in daily operations, normally receiving supervisor’s input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, loss of property to public or severe injury or death to individual or public property.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, referrals to other agencies and handling questions regarding the Dog Shelter, programs and client concerns. Individual handles public complaints and concerns and testifies in court.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as active work, which may require the lifting of up to one hundred fifty (150) pounds.

Physical Activity: Individual may be exposed to noise sufficient to cause shouting in order to be heard. Individual may be exposed to vibration, hazards such as exposure to high heat or chemicals and dust, fumes, odors, gases, or poor ventilation. Exposure to unfavorable health and safety factors in working conditions are frequently present including physical hazards, chemical hazards, and biological hazards. While outside, individual frequently drives a vehicle rounding up stray dogs and occasionally hauls a trailer. Individual is exposed to the following physical activities: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, walking, pushing, pulling, lifting, grasping, talking and hearing.

Visual Activity: The minimum visual activity of the seeing job is operating a vehicle, performs office work and works both inside and outside.

Job Location: The minimum work conditions for the position indicate that the individual is exposed to working both inside and outside with exposure to temperatures ranging from below 32 degrees to above 100 degrees for periods in excess of one hour.

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

BOARD OF COMMISSIONERS REVIEW OF ANNEXATION PETITION OF 247.471 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY

RESOLUTION NO. 14-1048

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 247.471 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

WHEREAS, on August 7, 2014, the Clerk to the Board of the Delaware County Commissioners (the “Board”) received an annexation petition filed by, Michael R. Shade, Attorney at Law, agent for the petitioner, of 247.471 acres, more or less, in Berkshire Township to the Village of Sunbury (the “Petition”); and

WHEREAS, the Petition was filed pursuant to section 709.023 of the Revised Code; and

WHEREAS, on August 29, 2014, Berkshire Township filed with the Board an objection (Berkshire Township Resolution 14-8-2) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with sections 709.02(C)(2) and 709.023(E)(7) of the Revised Code; and

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 15, 2014

WHEREAS, pursuant to section 709.023(E) of the Revised Code, the Board reviewed the Petition to determine if the conditions stated therein have been met;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds, upon review of the Petition, that the Petition meets each of the conditions specified in section 709.023(E) of the Revised Code;

BE IT FURTHER RESOLVED that the Board hereby grants the annexation of 247.471 acres, more or less, in Berkshire Township to the Village of Sunbury, as prayed for in the Petition.

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

ADMINISTRATOR REPORTS

Dawn Huston- Assistant County Administrator
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-Would like to invite everyone to the Delaware County Fair

Commissioner O'Brien
-The fair is a very enjoyable event. It is also important part of Delaware County

Commissioner Merrell
-We have been blessed with some incredible weather. Would like to encourage everyone to come out to the fair.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners