

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 29, 2016

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

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

1
 RESOLUTION NO. 16-190

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 25, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 25, 2016; 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 Mrs. Lewis Aye Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-191

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0226, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0226:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0226, memo transfers in batch numbers MTAPR0226 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Staples	Job and Family Services Supplies	22411605-5201	\$ 10,000.00

<u>PR Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1602440	EASYFIT PRODUCTS INC	JAIL - COUNTERTOP PROJECT	40111402 - 5410	\$23,108.00	0001
R1602442	SKILLPATH SEMINARS	LEADERSHIP TRAINING FOR EMS OFFICERS	10011303 - 5305	\$ 6,800.00	0001
R1602501	OSTRANDER IMPLEMENT & GARDEN CTR INC	REPLACEMENT MOWER (FACL)	41711436 - 5450	\$ 8,915.00	0001

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

5
 RESOLUTION NO. 16-193

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Diane Linville, Scott Ritter, Ryan Swinehart and Mike Jureko attend an Evidence Based Practice Conference in New Orleans, Louisiana from March 31-April 2, 2016 at the

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cost of \$6023.76 (fund number 25322312).

Environmental Services is requesting that Michael Frommer, Tiffany Jenkins, Mark Chandler and Cory Smith attend the OWEA Government and Regulatory Affairs Workshop in Worthington, Ohio on March 17, 2016 at a cost of \$500.00.

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

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RESOLUTION NO. 16-193

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2016 ASPHALT MATERIALS:

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2016 Asphalt Materials;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2016 Asphalt Materials

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, April 5, 2016, at which time they will be publicly received and read aloud, for the project known as:

**2016 Asphalt Materials
Supply Contract**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before November 30, 2016. The estimated commencement of work date is May 1, 2016.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: March 18, 2016

**SPECIFICATIONS
2016 Asphalt Materials
Supply Contract**

Delaware County, Ohio

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to

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furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON-EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

TERM OF CONTRACT

This contract shall be in effect from May 1, 2016 to November 30, 2016. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2013 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)
RS-2P (polymer modified rapid setting emulsion)
CRS-2 (cationic rapid setting emulsion)
CRS-2P (cationic, polymer modified rapid setting emulsion)
SS-1 (slow setting asphalt emulsion)
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix
(441): Type 1 Intermediate Mix
Type 2 Intermediate Mix

ORDERS AND DELIVERY

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

LIQUID ASPHALTS

The County performs chip sealing at various locations throughout Delaware County and operates with a portable

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7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

ASPHALT CONCRETE MATERIALS

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

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

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of

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Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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.

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.

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

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.**

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

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RESOLUTION NO. 16-194

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR SANCTUARY AT THE LAKES SECTION 4, PART 1; SANCTUARY AT THE LAKES SECTION 4, PART 2; AND AFRICA ROAD WIDENING – BROOKVIEW MANOR SECTION 1:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following agreements:

Whereas, The Engineer recommends approving the Owner’s Agreements For Sanctuary at the Lakes Section 4, Part 1; Sanctuary at the Lakes Section 4, Part 2; and Africa Road Widening – Brookview Manor Section 1

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreements For Sanctuary at the Lakes Section 4, Part 1; Sanctuary at the Lakes Section 4, Part 2; and Africa Road Widening – Brookview Manor Section 1.

Sanctuary at the Lakes Section 4, Part 1

OWNER’S AGREEMENT
PROJECT NUMBER: 15039

THIS AGREEMENT, executed on this 29th day of February, 2016 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SANCTUARY AT THE LAKES, SECTION 4, PART 1**, further identified as Project Number 15039 is governed by the following considerations to wit:

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

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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otherwise specifically noted herein.

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$31,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$388,000
CONSTRUCTION BOND AMOUNT	\$388,000
MAINTENANCE BOND AMOUNT	\$ 38,800
INSPECTION FEE DEPOSIT	\$ 31,100

Sanctuary at the Lakes Section 4, Part 2

OWNER'S AGREEMENT
PROJECT NUMBER: 15040

THIS AGREEMENT, executed on this 29th day of February, 2016 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as

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SANCTUARY AT THE LAKES, SECTION 4, PART 2, further identified as Project Number 15040 is governed by the following considerations to wit:

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

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWELVE THOUSAND FOUR HUNDRED DOLLARS (\$12,400)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$154,000
CONSTRUCTION BOND AMOUNT	\$154,000
MAINTENANCE BOND AMOUNT	\$ 15,400
INSPECTION FEE DEPOSIT	\$ 12,400

Africa Road Widening – Brookview Manor Section 1

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 29th day of February, 2016 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PULTE HOMES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **AFRICA ROAD WIDENING – BROOKVIEW MANOR SECTION 1** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SIX HUNDRED TEN THOUSAND NINE HUNDRED DOLLARS (\$610,900)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and current **“Subdivision Regulations of Delaware County, Ohio”**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **THIRTY-SIX THOUSAND DOLLARS (\$36,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than August 1, 2016**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

8

RESOLUTION NO. 16-195

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

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

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

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

Permit #	Applicant	Location	Type of Work
U16-028	Frontier	Clark Shaw Road	Place cable in ROW
U16-029	Century Link	Cackler Road	Uncover existing cable
U16-030	AEP	Sawmill Parkway @ Clark Shaw Road	Relocate facilities
U16-031	AEP	Sawmill Parkway @ Ford Road	Relocate facilities
U16-032	Columbia Gas	Gooding Boulevard	Provide Service

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

**9
RESOLUTION NO. 16-196**

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ATLAS LIMITED DBA MULTIVISTA FOR PROJECT DOCUMENTATION FOR THE DELAWARE COUNTY JUDICIAL BUILDING (THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY):

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

Whereas, the Manager of Facilities and the County Administrator recommend approval of the agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement by and between The Delaware County Board Of Commissioners And Atlas Limited DBA Multivista for Project Documentation for The Delaware County Judicial Building (The Sandusky Street Courthouse And Related Parking Facility):

SERVICES AGREEMENT

This Agreement is made and entered into this 29th day of_ February, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Atlas Limited dba Multivista, 1001 Eastwind Dr Suite 110, Westerville, OH 43081 (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Project documentation for the Delaware County Judicial Building.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Multivista Construction Documentation Proposal and Agreement dated September 1, 2015

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Manager of Facilities (“Facilities Manager”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Facilities Manager 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

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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.

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 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the lump sum fee shall be \$22,306.00.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the County Engineer. The total fee for all "If Authorized" tasks shall not exceed N/A.
- 4.4 Total compensation under this Agreement shall not exceed \$22,306.00 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.

County:

Name: Jon Melvin, Manager of Facilities
 Address: 1405 US Route 23 North, Delaware, OH 43015
 Telephone: 740 833-2283
 Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Mark Oldenquist & Randy Johnson
 Address of Firm: 1001 Eastwind Dr Suite 110
 City, State, Zip: Westerville OH 43081
 Telephone: 614-595-4893
 Email: r.johnson@multivista.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 Facilities Manager 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 WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Facilities Manager and shall complete the work in accordance with the Proposal.

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- 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 Facilities Manager 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 Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for 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 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.

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 Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 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 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. 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.

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 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 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 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.

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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 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: 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.

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.

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.

(Copy of the Scope of Services and Fee Proposal available in the Commissioners’ Office until no longer of administrative value).

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

10

RESOLUTION NO. 16-197

IN THE MATTER OF ACCEPTING A GRANT AND APPROVING A GRANT AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

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

Whereas, the Ohio Development Services Agency has authorized a grant of \$17,000.00; and

Whereas, the grant will be used for training County Staff on Lean Six Sigma initiative; and

Whereas, the Director of Economic Development recommends accepting the grant and approving the agreement;

Therefore Be It Resolved, that the Delaware County Board of Commissioners accepts the grant and approves the contract with the Ohio Development Services Agency:

**Grant agreement
Local Government Efficiency Program**

This Grant Agreement (the “Agreement”) is made and entered into between the **Ohio Development Services Agency** (“**Grantor**”) and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee. Grantee will use the financial assistance to undertake and complete a project (the “**Eligible Grant Project**”), as further described in the “Scope of Work and Project Budget,” which is attached as Exhibit 1. The Local Government Efficiency Program, Program Policies (the “**Program Policies**”) are hereby incorporated as part of this Agreement and are attached as Exhibit 2. In the event of a conflict between the Agreement and the Program Policies, the Agreement shall prevail and control.

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(Copy of grant agreement and exhibits available for review at the Commissioners' Office until no longer of administrative value.)

Grantee					
Grantee:	Delaware County Commissioners			Grant Control No.:	SBIG20160441
Address:	101 North Sandusky Street			County:	Delaware
City:	Delaware	State:	Ohio	Zip:	43015
Eligible Grant Project					
Project Name:	Environmental Services Development Review Process				
Effective Date:	12/03/2015	Project Completion Date:	12/03/2016		
Grant Funds:	\$17,000.00	Matching Funds:	\$17,000.00		
Project Manager					
Name:	Robert Lamb	Title:	Director of Economic Development		
Address:	101 North Sandusky Street				
City:	Delaware	State:	Ohio	Zip:	43015
Telephone:	(614) 306-1020	E-Mail:	blamb@co.delaware.oh.us		

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

11

RESOLUTION NO. 16-198

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR THE ALUM CREEK WATER RECLAMATION FACILITY ROOFING REPAIR AND REPLACEMENT PROFESSIONAL DESIGN SERVICES PROJECT:

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

Whereas, Mays Consulting and Evaluation Services, Inc. is currently under contract to complete the Alum Creek Water Reclamation Facility Roofing Repair and Replacement Professional Design Services Project; and

Whereas, the County requested additional professional services from Mays regarding legal issues on the roof projects which were beyond the scope of the contract; and

Whereas, a change order is needed for these additional services; and

Whereas, the contract amount is increased by \$1,937.50; and

Whereas, there is not a change in the contract times; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 2.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 for the Alum Creek Water Reclamation Facility Roofing Repair and Replacement Professional Design Services Project.

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

12

RESOLUTION NO. 16-199

IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 FOR THE ALUM CREEK WATER RECLAMATION FACILITY ROOFING REPAIR AND REPLACEMENT PROFESSIONAL DESIGN SERVICES PROJECT:

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

Whereas, Mays Consulting and Evaluation Services, Inc. is currently under contract to complete the Alum Creek Water Reclamation Facility Roofing Repair and Replacement Professional Design Services Project; and

Whereas, additional professional services were needed from Mays due to the contractor (Meade) not completing the project by December 16, 2014; and

Whereas, Meade is responsible for these consulting fees per Change Order No. 10 of the 2014 Roof Replacement for Alum Creek Water Reclamation Facility contract DCES 14-03 as approved by the Commissioners through Resolution No. 15-1139; and

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Whereas, the contract amount with Mays is increased by \$57,609.39; and

Whereas, there is not a change in the contract times; 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 Alum Creek Water Reclamation Facility Roofing Repair and Replacement Professional Design Services Project.

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

**13
RESOLUTION NO. 16-200**

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER IMPROVEMENTS AGREEMENT FOR VERONA FORCEMAIN IMPROVEMENTS:

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

Whereas, the Board of Commissioners entered into an agreement with SK-Powell II, LLC and S-K Powell Owner, LLC for the Verona Forcemain Improvements; and

Whereas, additional time is needed to complete the construction; and

Whereas, the Director of Environmental Services recommends approval of Amendment No. 1.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve Amendment No. 1 to the Sanitary Sewer Improvements Agreement.

AMENDMENT NO. 1 TO SANITARY SEWER IMPROVEMENTS AGREEMENT

Verona Forcemain Improvements

This Amendment No. 1 to the Sanitary Sewer Improvements Agreement for the Verona Forcemain Improvements, which was entered into on March 5, 2015, is made and entered into this 29th day of February, 2016, by and among S-K POWELL II, LLC, a Colorado limited liability company, 200 Spruce Street, Suite 200, Denver, Colorado 80230, and S-K POWELL OWNER, LLC, a Delaware limited liability company, 200 Spruce Street, Suite 200, Denver, Colorado 80230 (collectively referred to as the "DEVELOPER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("COUNTY"). The DEVELOPER and COUNTY mutually agree to amend the Agreement as follows:

AMENDMENT

The last paragraph on page 2 of the Agreement is deleted in its entirety and replaced with the following:

All public improvement construction shall be performed by July 1, 2016, but extension of time may be granted if approved by the COUNTY.

REMAINING PROVISIONS

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended herein.

IN WITNESS WHEREOF, the DEVELOPER and COUNTY have executed this Amendment No. 1 as of the date first written above.

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

**14
RESOLUTION NO. 16-201**

IN THE MATTER OF ACCEPTING AN ACCESS EASEMENT FOR SANITARY SEWER PURPOSES FROM SCIOTO RESERVE, LLC. (PUMP STATION):

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

WHEREAS, a new Sanitary Access Easement is required on parcel #31923002004001 for access to the Scioto Reserve Pump Station

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WHEREAS, Scioto Reserve, LLC has provided a Sanitary Access Easement as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the Sanitary Access Easement granted by Scioto Reserve, LLC.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

15

RESOLUTION NO. 16-202

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM SCIOTO RESERVE, LLC. (OFFSITE IMPROVEMENTS):

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

WHEREAS, Sanitary Easements are required on parcels #31923002012003 and #31923002004001 for The Reserve at Scioto Glenn Offsite Improvements; and

WHEREAS, Scioto Reserve, LLC has provided an easement for sanitary sewer purposes as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Scioto Reserve, LLC.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

16

RESOLUTION NO. 16-203

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM THE SCIOTO RESERVE MASTER ASSOCIATION:

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

WHEREAS, A sanitary easement is required on parcel # 31923003023000 for The Reserve at Scioto Glenn Offsite Improvements; and

WHEREAS, The Scioto Reserve Master Association has provided an easement for sanitary sewer purposes as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by the Scioto Reserve Master Association.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

17

RESOLUTION NO. 16-204

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2016 LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County own the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy Watershed Clean Up, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste

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Transfer Station tipping fees in support of these initiatives in past years.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective March 1, 2016 to June 30, 2016 for the Great American Clean Up, the Olentangy Watershed Clean Up on August 13, 2106 and the Scioto River Sweep on September 24, 2016.

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

18

RESOLUTION NO. 16-205

**IN THE MATTER OF ADOPTING MARKET UPDATES FOR THE DELAWARE COUNTY
COMPENSATION MANAGEMENT SYSTEM:**

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

WHEREAS, on December 15, 1997, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 97-1033, accepting and authorizing the implementation of a compensation management system for Delaware County; and

WHEREAS, on January 13, 2005, the Board adopted Resolution No. 05-45, adopting market updates for the Delaware County Compensation Management System; and

WHEREAS, the Board has contracted with Fishel Hass Kim Albrecht LLC to perform a market review of the wage charts; and

WHEREAS, Fishel Hass Kim Albrecht LLC has completed this market review, and the Board is prepared to adopt market updates for the Delaware County Compensation Management System;

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

Section 1. The Board hereby adopts the market updates for the Delaware County Compensation Management System by approving revised wage charts as follows:

LTC 2016

Level	Min	Max	
1	\$ 11.80	\$ 15.93	Hourly
	\$944	\$1,274	Biweekly
	\$24,544	\$33,134	Annually
2	\$ 14.45	\$ 19.51	Hourly
	\$1,156	\$1,561	Biweekly
	\$30,056	\$40,576	Annually
3	\$ 15.75	\$ 21.26	Hourly
	\$1,260	\$1,701	Biweekly
	\$32,760	\$44,226	Annually
4	\$ 16.25	\$ 21.94	Hourly
	\$1,300	\$1,755	Biweekly
	\$33,800	\$45,630	Annually
5	\$ 17.50	\$ 23.63	Hourly
	\$1,400	\$1,890	Biweekly
	\$36,400	\$49,140	Annually
6	\$ 19.37	\$ 26.15	Hourly
	\$1,550	\$2,092	Biweekly
	\$40,290	\$54,391	Annually
7	\$ 20.37	\$ 27.50	Hourly
	\$1,630	\$2,200	Biweekly
	\$42,370	\$57,199	Annually

LTC 2017

Level	Min	Max	
1	\$ 11.80	\$ 15.93	Hourly
	\$944	\$1,274	Biweekly
	\$24,544	\$33,134	Annually
2	\$ 14.45	\$ 19.51	Hourly
	\$1,156	\$1,561	Biweekly

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		\$30,056	\$40,576	Annually
3	\$	15.75	\$ 21.26	Hourly
		\$1,260	\$1,701	Biweekly
		\$32,760	\$44,226	Annually
4	\$	16.25	\$ 21.94	Hourly
		\$1,300	\$1,755	Biweekly
		\$33,800	\$45,630	Annually
5	\$	18.65	\$ 25.18	Hourly
		\$1,492	\$2,014	Biweekly
		\$38,792	\$52,369	Annually
6	\$	19.37	\$ 26.15	Hourly
		\$1,550	\$2,092	Biweekly
		\$40,290	\$54,391	Annually
7	\$	20.37	\$ 27.50	Hourly
		\$1,630	\$2,200	Biweekly
		\$42,370	\$57,199	Annually

LTC 2018

Level	Min	Max	
1	\$	11.80	\$ 15.93
		\$944	\$1,274
		\$24,544	\$33,134
2	\$	14.45	\$ 19.51
		\$1,156	\$1,561
		\$30,056	\$40,576
3	\$	15.75	\$ 21.26
		\$1,260	\$1,701
		\$32,760	\$44,226
4	\$	16.25	\$ 21.94
		\$1,300	\$1,755
		\$33,800	\$45,630
5	\$	19.37	\$ 26.15
		\$1,550	\$2,092
		\$40,290	\$54,391
6	\$	20.37	\$ 27.50
		\$1,630	\$2,200
		\$42,370	\$57,199

COMOT

Level	Min	Max	
1	\$	9.00	\$ 12.15
		\$720	\$972
		\$18,720	\$25,272
2	\$	13.59	\$ 18.35
		\$1,087	\$1,468
		\$28,267	\$38,161
3	\$	11.44	\$ 15.44
		\$915	\$1,236
		\$23,795	\$32,124
4	\$	12.01	\$ 16.22
		\$961	\$1,297
		\$24,985	\$33,730
5	\$	12.61	\$ 17.03
		\$1,009	\$1,362
		\$26,234	\$35,416
6	\$	13.75	\$ 18.56
		\$1,100	\$1,485
		\$28,595	\$38,604

PAT 2016

Level	Min	Max
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1	\$	11.75	\$	15.86	Hourly
		\$940		\$1,269	Biweekly
		\$24,440		\$32,994	Annually
2	\$	13.25	\$	17.89	Hourly
		\$1,060		\$1,431	Biweekly
		\$27,560		\$37,206	Annually
3	\$	14.50	\$	19.58	Hourly
		\$1,160		\$1,566	Biweekly
		\$30,160		\$40,716	Annually
4	\$	15.85	\$	21.40	Hourly
		\$1,268		\$1,712	Biweekly
		\$32,970		\$44,509	Annually
5	\$	18.31	\$	24.72	Hourly
		\$1,465		\$1,977	Biweekly
		\$38,085		\$51,414	Annually
6	\$	21.15	\$	28.55	Hourly
		\$1,692.00		\$2,284	Biweekly
		\$43,992.00		\$59,389	Annually

PAT 2017

Level	Min	Max	
1	\$ 11.75	\$ 15.86	Hourly
	\$940	\$1,269	Biweekly
	\$24,440	\$32,994	Annually
2	\$ 13.25	\$ 17.89	Hourly
	\$1,060	\$1,431	Biweekly
	\$27,560	\$37,206	Annually
3	\$ 14.50	\$ 19.58	Hourly
	\$1,160	\$1,566	Biweekly
	\$30,160	\$40,716	Annually
4	\$ 15.85	\$ 21.40	Hourly
	\$1,268	\$1,712	Biweekly
	\$32,970	\$44,509	Annually
5	\$ 18.31	\$ 24.72	Hourly
	\$1,465	\$1,977	Biweekly
	\$38,085	\$51,414	Annually
6	\$ 21.15	\$ 28.55	Hourly
	\$1,692	\$2,284	Biweekly
	\$43,992	\$59,389	Annually

PAT 2018

Level	Min	Max	
1	\$ 11.75	\$ 15.86	Hourly
	\$940	\$1,269	Biweekly
	\$24,440	\$32,994	Annually
2	\$ 13.25	\$ 17.89	Hourly
	\$1,060	\$1,431	Biweekly
	\$27,560	\$37,206	Annually
3	\$ 14.50	\$ 19.58	Hourly
	\$1,160	\$1,566	Biweekly
	\$30,160	\$40,716	Annually
4	\$ 15.85	\$ 21.40	Hourly
	\$1,268	\$1,712	Biweekly
	\$32,970	\$44,509	Annually
5	\$ 18.31	\$ 24.72	Hourly
	\$1,465	\$1,977	Biweekly
	\$38,085	\$51,414	Annually
6	\$ 21.15	\$ 28.55	Hourly
	\$1,692	\$2,284	Biweekly
	\$43,992	\$59,389	Annually

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SAM

Program Supervisor, Income Maintenance Supervisor, Performance Analyst, Fiscal Officer						
				MIN	MAX	
			Hourly	\$ 21.05	\$	28.42
			Bi-weekly	\$ 1,684.00	\$	2,273.40
			Annually	\$ 43,784.00	\$	59,108.40

Social Services Administrator						
				MIN	MAX	
			Hourly	\$ 26.68	\$	36.01
			Bi-weekly	\$ 2,134.00	\$	2,880.90
			Annually	\$ 55,484.00	\$	74,903.40

Social Services Supervisor						
				MIN	MAX	
			Hourly	\$ 24.25	\$	32.74
			Bi-weekly	\$ 1,940.00	\$	2,619.00
			Annually	\$ 50,440.00	\$	68,094.00

911 Tour Commander						
				MIN	MAX	
			Hourly	\$ 24.70	\$	33.35
			Bi-weekly	\$ 1,976.00	\$	2,667.60
			Annually	\$ 51,376.00	\$	69,357.60

Env Svc Staff Eng I

Staff Engineer I (Environmental Services)						
Min		Max				
\$	25.41	\$	34.30	Hourly		
\$	2,032.80	\$	2,744.28	Biweekly		
\$	52,852.80	\$	71,351.28	Annually		

Code Compliance Inspectors

Min		Max				
\$	19.49			Hourly		
\$	1,559.20			Biweekly		
\$	40,539.20			Annually		
\$	22.10	\$	29.84	Hourly		
\$	1,768.00	\$	2,386.80	Biweekly		
\$	45,968.00	\$	62,056.80	Annually		
\$	25.50	\$	34.43	Hourly		
\$	2,040.00	\$	2,754.00	Biweekly		
\$	53,040.00	\$	71,604.00	Annually		
\$	23.50	\$	31.73	Hourly		
\$	1,880.00	\$	2,538.00	Biweekly		
\$	48,880.00	\$	65,988.00	Annually		
\$	26.52	\$	35.80	Hourly		
\$	2,121.60	\$	2,864.16	Biweekly		
\$	55,161.60	\$	74,468.16	Annually		
\$	35.00	\$	47.25	Hourly		
\$	2,800.00	\$	3,780.00	Biweekly		
\$	72,800.00	\$	98,280.00	Annually		

Dog Shelter SPECAT

Min		Max				
\$	15.40	\$	20.79	Hourly		
\$	1,232.00	\$	1,663.20	Biweekly		

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\$	32,032.00	\$	43,243.20	Annually
\$	20.42	\$	27.57	Hourly
\$	1,633.60	\$	2,205.36	Biweekly
\$	42,473.60	\$	57,339.36	Annually

Section 2. The wage charts approved in Section 1 of this Resolution shall be effective on March 12, 2016.

Section 3. The Board hereby directs the Acting County Administrator to consult with the Director of Fiscal Services, the Human Resources Manager, and the individual department directors to determine the employees that are affected by, and determine an implementation plan for, the revisions approved herein.

Section 4. The Board hereby authorizes the Acting County Administrator to execute employment action forms for any pay increases for employees, as determined in accordance with Section 3 of this Resolution.

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

19
RESOLUTION NO. 16-206

IN THE MATTER OF APPROVING CHANGE ORDERS TO THE PURCHASE AGREEMENT WITH PARALLEL TECHNOLOGIES, INC. FOR THE PURCHASE AND INSTALLATION OF A NEW TELEPHONE SYSTEM FOR COUNTY OFFICES:

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

Whereas, Resolution No. 15-1062 Authorized the Purchase and Installation of A New Telephone System for County Offices from Parallel Technologies, Inc.; and

Whereas, the County wishes to make 2 change order addition request to the purchase and installation;

Original	\$418,872.58
Requested additions (#1)	\$ 59,380.31
Cabling additions (#2)	<u>\$ 10,343.00</u>
New Total	\$488,595.89 ; and

Whereas, the Assistant County Administrator/Fiscal Services Director recommends approving Change Orders No. 1 and No. 2 with Parallel Technologies, Inc.;

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 and No. 2 with Parallel Technologies, Inc.

FURTHER BE IT RESOLVED, that the Delaware County Board of Commissioners approve the following:

Supplemental Appropriations

10011102-5801	Commissioners General/Miscellaneous Cash Transfers	\$69,723.31
41711436-5450	Capital Acquisition & Project/Capital Equipment	\$69,723.31

Transfer of Funds:

From	To	
10011102-5801	41711436-4601	\$69,723.31
Commissioner General/ Miscellaneous Cash Transfers	Capital Acquisition & Project/ Interfund Revenue	

Purchase order to Parallel Technologies, Inc. in the amount of \$69,723.31 (41711436-5450)

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

20
RESOLUTION NO. 16-207

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION:

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

Transfer of Appropriation

From	To	
24820102-5328	24820102-5260	8,153.88
Northpointe Satellite Office/Maintenance	Northpointe Satellite Office/Inventoried	

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and Repair Services

Equipment

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

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ADMINISTRATOR REPORTS

Dawn Huston- Acting County Administrator

-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-Treatment Court Graduation is this Wednesday

-Maintstreet, Inc. will be holding a meeting this Wednesday

Commissioner Merrell

-Attended the Powell Chamber luncheon on Thursday.

Commissioner Lewis

-No reports

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RESOLUTION NO. 16-208

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:08 AM.

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

RESOLUTION NO. 16-209

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 12:12 PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton