

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 7, 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. 16-649

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 30, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 30, 2016; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
R. THOMAS HOMAN, DELAWARE CITY MANAGER
-PRESENTATION PROPOSED TRANSPORTATION TAX

5
RESOLUTION NO. 16-650

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0707:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0707 and Purchase Orders as listed below:

PR Number	Vendor Name	Description	Account	Amount	Line
R1604025	POGGEMEYER DESIGN GROUP INC	IMPEDIMENTS TO FAIR HOUSING STUDY	23111709 - 5365	\$10,000.00	0001
R1604070	JANTON CO	JANITORIAL SUPPLIES	10011303 - 5201	\$10,000.00	0001
R1604105	XYLEM WATER SOLUTIONS USA INC	MULTISMART PUMP CONTROLLERS	66211901 - 5450	\$16,253.60	0001

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

6
RESOLUTION NO. 16-651

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Common Pleas Court wants it to be known that Joseph Perry and Matt Proto attended Line Officer Training in Columbus, Ohio that occurred on June 9, 2016 at the cost of \$160.00 (fund number 25622303).

The Common Pleas Court is requesting that Matt Proto attend a Linguistic Statement Analysis Training in London, OH from August 22-24, 2016 at the cost of \$300.00 (fund number 25622303).

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The Juvenile Court is requesting that Dana Wisecarver attend a NOVA 42nd Annual Training in Atlanta, Georgia from August 13-17, 2016 at the cost of \$1915.32 (fund number 27426313).

The Director of Child Support is requesting that Sandra Disantis attend a 2016 Practical Probate Seminar in Delaware, Ohio on August 17, 2016 at the cost of \$25.00 (fund number 23711630).

The Commissioners' Office is requesting that Ferzan Ahmed attend an ICMA Annual Conference in Kansas City, Missouri September 25-28, 2016, at the cost of \$3,150.00 (fund number 10011102).

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

**7
AGRICULTURAL SOCIETY CHAIRMAN, FRANK REINHARD
DELAWARE COUNTY FAIR MANAGER, SANDY KUHN
-DISCUSSION/PRESENTATION PROPOSED TRANSFER OF FAIRGROUNDS LAND
PARCELS' TITLES FROM THE BOC TO THE AGRICULTURAL SOCIETY**

**8
SEAN MILLER, DELAWARE COUNTY EMA
-PRESENTATION ON SPECIAL NEEDS REGISTRY**

**9
RESOLUTION NO. 16-652**

**IN THE MATTER OF APPROVING A CONTRACT TO BONDED CHEMICALS INC. FOR THE
SUPPLY OF FERRIC CHLORIDE TO THE OLENTANGY ENVIRONMENTAL CONTROL
CENTER FOR THE TREATMENT OF PHOSPHOROUS.**

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

WHEREAS: A Notice of Award for the 2016 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT to Bonded Chemicals, Inc. was approved by the County of Delaware, Ohio by Commissioner's Resolution No. 16-559.

WHEREAS: Bonded Chemicals, Inc. provided the Sanitary Engineer's Office with executed contracts and insurance information for the supply of ferric chloride.

WHEREAS: The Sanitary Engineer recommends approving the contract to Bonded Chemicals, Inc.

NOW, THEREFORE, BE IT RESOLVED that the 2016 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT to Bonded Chemicals, Inc. be approved.

**2016 FERRIC CHLORIDE CHEMICAL SUPPLY CONTRACT
DCES CONTRACT #16-01**

This Agreement is made and entered into this 7th day of July, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Bonded Chemicals, Inc. ("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": Delivery of ferric chloride in accordance with the Bid Documents, which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

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4 COMPENSATION

- 4.1 Compensation shall be based upon the unit price in Contractor's Bid.

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: Michael Jones
 Address: 50 Channing St. Delaware, OH 43015
 Telephone: (740) 833-2240
 Email: mjones@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Paul W. Cochran – General Manager / Shareholder
 Address of Firm: 2645 Charter Street
 City, State, Zip: Columbus, OH 43228
 Telephone: 614-777-9240 (fax: 614-777-9244)
 Email: Eric Pekarcik: pekarcike@chemgroup.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Bid Price.
- 6.2 Invoices shall be submitted to the Sanitary Engineer 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 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 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.
- 7.2 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.
- 7.3 This Agreement shall expire on December 31, 2017, with the option to extend the length of the Agreement for up to two (2) years if mutually agreeable by both Owner and Contractor.

8 INDEMNIFICATION

- 8.1 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.
- 8.2 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

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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.

9 INSURANCE

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 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.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 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.
- 10.2 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.**
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.

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- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and 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.
- 10.10 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.
- 10.11 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.

- 10.12 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.

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

10
RESOLUTION NO. 16-653

IN THE MATTER OF APPOINTING A CITIZEN MEMBER TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

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WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, there is currently a vacancy in the term of a citizen member on the Board of Trustees that expires on August 9, 2017, and the terms of one citizen member and the local government representative shall expire on August 9, 2016;

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

Section 1. The Board of Commissioners hereby approves the following appointments to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Dave Martin	August 9, 2017
Citizen Member	Shawn Stevens	August 9, 2018
Government Representative	Dave Miller	August 9, 2018

Section 2. The appointment of Mr. Martin shall be effective immediately upon adoption of this Resolution.

Section 3. The appointments of Mr. Shawn Stevens and Mr. Dave Miller shall be effective on August 10, 2016.

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

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RESOLUTION NO. 16-654**

IN THE MATTER OF APPOINTING MEMBERS TO THE NORTHSTAR NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-985, establishing the NorthStar New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

WHEREAS, two citizen members' appointments will expire on August 15, 2016;

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

Section 1. The Board of Commissioners hereby approves the appointments of the following members to the NorthStar New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Glenn Evans	August 15, 2018
Citizen Member	Howard Heffelfinger	August 15, 2018

Section 2. The appointments approved herein shall be effective on August 16, 2016.

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

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RESOLUTION NO. 16-655**

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

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

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

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

WHEREAS, a citizen member appointment expired on March 21, 2016;

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

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

Position	Appointee	Term Ends
Citizen Member	Robert Lloyd	March 21, 2018

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Would like to point out that Commissioner Merrell has a tie on today which means his hand is healing.
- Today is 1st Thursday of the month features our Code Compliance Department. They have receive many accolades led by Fred Fowler.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Would like to send a congratulations to Commissioner Merrell's nephew for reaching the rank of Battalion Commander at Fort Bragg.
- Will be a part of a new committee at MORPC
- Proud to have been a part of the July 4th celebration here in Delaware. Judge Hejmanowski was kind enough to loan his jacket with big stars on it for the event.
- Attended the bi-centennial parade in Sunbury on Saturday along with Commissioner Lewis

Commissioner Merrell

- Attended the promotion ceremony for his nephew at Fort Bragg. It was a well done event.
- Met the new administrator of Orange Township. Very impressed and thinks he will be a good addition to their team
- Met with Jon Peterson about Land Banks.
- Would like to express gratitude to Rep. Andy Brenner for his help with the 911 bill
- Went to the Outlet Mall on Monday. Traffic was steady but good.
- Will be attending the MORPC executive meeting this afternoon

Commissioner Lewis

- Attended the Sunbury parade on Saturday. It was a great event.

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RESOLUTION NO. 16-656

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PROMOTION; COMPENATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:35 AM.

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

RESOLUTION NO. 16-657

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:15 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners