

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 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. 16-1134

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 3, 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 November 3, 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. 16-1135

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1104:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1104 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
PR Number	Vendor Name	Line Description	Account	Amount	Line
R1605423	SELLERS ELECTRIC CO INC	HAYES PARKING LOT CAMERA PROJECT	41711436 - 5450	\$8,500.000	0001
R1605422	GLOBE WINDOW CLEANING INC	WINDOW CLEANING AT HAYES BUILDING	10011105 - 5328	\$3,799.00	0001
R1605422	GLOBE WINDOW CLEANING INC	WINDOW CLEANING AT 91 COURTHOUSE	10011105 - 5328	\$1,645.00	0002

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

5
 RESOLUTION NO. 16-1136

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 20.445 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

It was moved by Mr. Benton, seconded by Mr. Merrell to acknowledge that on November 3, 2016, the Clerk to the Board of Commissioners received an annexation petition request to annex 20.445 acres from Delaware Township to the City of Delaware.

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

6

RESOLUTION NO. 16-1137

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR VINMAR VILLAGE SECTION 2:

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

Vinmar Village Section 2

Whereas, Vinmar Investment Limited has submitted the Plat of Subdivision (“Plat”) for **Vinmar Village Section 2**, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 16, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 24, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 1, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 11, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for **Vinmar Village Section 2**.

Vinmar Village Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Farm Lot 4, Quarter Township 1 And Farm Lot 5, Quarter Township 2, Township 3 North, Range 17 West, United States Military District, Containing 29.072 Acres, More Or Less, Including 3.426 Acres Of Right-Of-Way Area, Being Out Or 73.111 Acre Tract As Conveyed To Vinmar Investments Limited, By Deed Of Record In Official Record 456, Page 1187 And Official Record 156, Page 1187all Records Of The Recorder’s Office, Delaware County, Ohio. Cost: \$102.00

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

7

RESOLUTION NO. 16-1138

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR VINMAR VILLAGE SECTION 2 AND NORTH FARMS SECTION 4 & 8:

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

Vinmar Village Section 2

WHEREAS, on November 7, 2016, a Ditch Maintenance Petition for **Vinmar Village Section 2** was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within **Vinmar Village Section 2** located in Genoa Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$684,895.95 for the benefit of the lots being created in this subdivision. 34 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$11,805.55. An annual maintenance fee equal to 2% of this basis \$236.17 will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$8,029.81 has been paid to Delaware County, receipt of which is hereby acknowledged.

North Farms Section 4 & 8

WHEREAS, on November 7, 2016, a Ditch Maintenance Petition for **North Farms Section 4 & 8** was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within **North Farms Section 4 & 8** located in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$281,159.21 for the benefit of the lots being created in this subdivision. 50 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$5,623.18. An annual maintenance fee equal to 2% of this basis (\$127.80) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$5,623.18 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

8
RESOLUTION NO. 16-1139

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

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

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

Permit #	Applicant	Location	Type of Work
U16-192	AT&T	Smothers Road	Place new conduit in ROW
U16-193	Charter Comm	Cheshire Road	Directional bore
U16-194	Columbia Gas	Rutherford Road	Install gas main
U16-195	Madison Energy	Moore Road	Extend gas main
U16-196	Charter Comm	Cheshire Road	Directional bore

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

9

RESOLUTION NO. 16-1140

IN THE MATTER OF APPROVING A RUTHERFORD ROAD MULTI-USE PATHWAY MAINTENANCE AGREEMENT BETWEEN THE CITY OF POWELL, THE DELAWARE COUNTY COMMISSIONERS, AND THE LIBERTY TOWNSHIP TRUSTEES:

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

Whereas, the Delaware County Engineer recommends approval of the following Rutherford Road Multi-Use Pathway Maintenance Agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Rutherford Road Multi-Use Pathway Maintenance Agreement Between The City Of Powell, The Delaware County Commissioners, And The Liberty Township Trustees:

RUTHERFORD ROAD MULTI-USE PATHWAY MAINTENANCE AGREEMENT

This Agreement is made between the City of Powell, Ohio (the “City”), the Delaware County Commissioners, Delaware County, Ohio (the “County”), and the Liberty Township Trustees, Liberty Township, Delaware County, Ohio (the “Township”) (individually “Party” and City, Township, and County collectively “Parties”).

Whereas, the City identified the need for improved pedestrian and bike path connectivity for the City residents around the City and surrounding county; and

Whereas, the City has proposed the extension of a multi-use pathway that will be located in the County’s right-of-way, located along the north side of Rutherford Road, between Tricia Price Drive and Sawmill Parkway (“Pathway”); and

Whereas, the Parties desire to enter into an agreement for the ongoing maintenance of the Pathway in order to provide consistent and efficient maintenance of the Pathway to provide for the public health, safety, and welfare of the community.

Now Therefore, the Parties agree as follows:

- A. The City shall maintain the Pathway. This maintenance obligation shall not expire unless this Agreement is terminated as provided herein.
- B. In maintaining the Pathway, the City shall fully comply with all federal, state, and local statutes, rules, regulations, orders, and/or restrictions applicable to the Pathway, including, but not limited to, the Americans with Disabilities Act and the regulations promulgated thereunder.
- C. The City shall at all times maintain the Pathway in a condition compliant with all applicable State, ODOT, and County standards and in a condition which is safe, healthy, and aesthetically pleasing and that enhances the site and does not interfere with the use of any public right-of-way.
- D. In addition, the City shall also maintain the Pathway in accordance with the City’s rules and procedures applicable to the maintenance of multi-use paths owned by the City. These maintenance obligations include, but are not limited to, resurfacing the Pathway and repairing or replacing segments that are in a poor or unsafe condition.
- E. The County and Township acknowledge that the City’s rules and procedures regarding maintenance of multi-use paths may change during the term of this Agreement, which in-turn may impact the City’s maintenance of the Pathway. If a change is made to such rules, the City will notify the County and Township of such change at least 30 days prior to any such change becoming effective and shall advise the County and Township of the impact of such change, if any, on the City’s obligations under this Agreement.
- F. The County has the option to make improvements to the Pathway if needed or desired as part of any road improvement project.
- G. The County shall advise the City in advance of any improvements to the segment of Rutherford Road adjacent to the Pathway and may receive prior input from the City on any such improvements, but is not obligated to

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

accept such input or obtain approval of the City prior to making any such improvements.

This Agreement may be terminated for convenience at any time and for any reason upon the mutual written agreement of all of the Parties or upon breach by any non-breaching Party, but only after the non-breaching Party provides notice of the breach to all other Parties and allows the breaching Party a reasonable opportunity to remedy the breach.

The Parties are political subdivisions of the State of Ohio and lack authority to indemnify. Therefore, each Party is and shall be responsible for their own actions, and/or the actions of their respective council members, board members, officers, employees, agents, representatives, and/or volunteers resulting from or related to the maintenance of the Pathway and/or the performance of this Agreement. In so doing, and to the extent permitted by law, the Parties agree to hold the other Parties harmless.

This Agreement does not require the expenditure of any County or Township funds.

The Parties agree that the goods, services, and benefits received by each Party pursuant to this Agreement are good and valuable consideration and that this Agreement is supported by sufficient good and valuable consideration. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

Revised Code (O.R.C.) § 9.24 prohibits the awarding of a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Agreement, each Party warrants for itself that it is not now, and will not become the subject of an “unresolved” finding for recovery under O.R.C. § 9.24. The Parties respectively certify that there are no outstanding findings for recovery pending or issued against the Party by the State of Ohio.

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, or sent via a nationally recognized and reputable overnight courier, return receipt requested to the Parties at the addresses for the Parties listed in the signature block of this Agreement and shall be effective on the date delivered if by hand delivery or the date received if sent by certified mail or courier.

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

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.

The Parties are authorized to enter this Agreement by, including, but not limited to, R.C. § 9.482.

This Agreement may be executed in counterparts.

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

The Parties acknowledge and agree that this Agreement is not effective until approved by formal action of the governing bodies of the respective Parties and shall only take effect upon such approval.

This Agreement is affirmed by the signatures of the following duly elected, appointed, and/or authorized officials of the Parties. 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 thereby bind the principal.

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

10
RESOLUTION 16-1141

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LITHKO RESTORATION TECHNOLOGIES FOR PLANT TANK REPAIRS AND COATING AT BENT TREE WASTEWATER TREATMENT FACILITY:

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

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with Lithko Restoration Technologies for Plant Tank Repairs and Coating at Bent Tree Wastewater

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016**

Treatment Facility.

**Division of Environmental Services
Regional Sewer District
Bent Tree Wastewater Treatment Facility
SERVICES AGREEMENT**

This Agreement is made and entered into this 7th day of November, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Lithko Restoration Technologies, 1059 Cable Avenue, Columbus, Ohio 43222 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Plant Tank Repairs and Coating at Bent Tree Wastewater Treatment Facility.
- 1.2 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
“Exhibit A” July 28, 2016

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.

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 Fourteen Thousand Two Hundred Thirty Dollars (\$14,230).
- 4.3 Total compensation under this Agreement shall not exceed \$14,230.00 without subsequent modification.
- 4.4 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: Cory Smith
Address: 10333 Olentangy River Rd. Powell, OH. 43035
Telephone: 740-833-2228
Email: csmith@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Lithko Restoration Technologies
Address of Firm: 1059 Cable Avenue
City, State, Zip: Columbus, Ohio 43222
Telephone: 614-221-0711
Email: NyeT@lithkorestoration.com

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016**

6 PAYMENT

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

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

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

- 10.1 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.

11 INSURANCE

- 11.1 Insurance Coverage: Contractor shall maintain insurance as required in Exhibit A.
- 11.2 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 liability insurance policies required in Exhibit A. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.3 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.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016**

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.

- 12.2 **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.**
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.
- 12.7 **Findings for Recovery:** Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 **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.
- 12.9 **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.
- 12.10 **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.
- 12.11 **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,

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

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.

12.12 **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

11
RESOLUTION NO. 16-1142

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66211904-5201	66211904-5319	\$14,800.00
Alum Creek/Materials & Supplies	Alum Creek Reimbursements	

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

12
RESOLUTION NO. 16-1143

IN THE MATTER OF APPOINTING AND RE-APPOINTING MEMBERS TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the “DCBDD”) is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) shall appoint individuals to the DCBDD, pursuant to section 5126.021, *et seq.*, of the Revised Code; and

WHEREAS, the term of Jeffrey Wallace is expiring December 31, 2016, and two other terms are expiring December 31, 2016, and appointments or re-appointments to the expiring terms shall be made not later than November 30, 2016; and

WHEREAS, Jeffrey Wallace has applied for re-appointment to the DCBDD and Howard Heffelfinger and Tracie Davies Toot have applied for appointment to the DCBDD, have submitted the required declaration of eligibility, and are not otherwise term-limited or disqualified from re-appointment or appointment;

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

Section 1. The Board hereby re-appoints Jeffrey Wallace and appoints Howard Heffelfinger and Tracie Davies Toot as members of the DCBDD for terms of four years, commencing on the date of the DCBDD’s annual organizational meeting in January 2017, in accordance with sections 5126.025 and 5126.029 of the Revised Code.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016**

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and copies of each re-appointee's and appointees' declaration of eligibility to the Superintendent of the DCBDD.

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

13

RESOLUTION NO. 16-1144

IN THE MATTER OF RE-APPOINTING A MEMBER AND APPOINTING AN ALTERNATE TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Zoning Appeals (the "BZA"), pursuant to section 303.13 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the BZA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the Board of Commissioners may appoint two alternate members to the BZA, for terms to be determined by the Board of Commissioners; and

WHEREAS, the term for Ryan Bard (BZA 1) will expire on December 31, 2016, and Mr. Bard has applied for re-appointment; and

WHEREAS, Dan Huffman has applied for a vacant seat as an alternate member, the term for which will begin January 1, 2017, and will expire December 31, 2021;

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 re-appointment of the following member to the BZA and the appointment of the following alternate member for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
BZA 1	Ryan Bard	January 1, 2017	December 31, 2021
Alternate	Dan Huffman	January 1, 2017	December 31, 2021

Section 2. The re-appointment and appointment approved in this Resolution shall take effect on January 1, 2017.

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

14

RESOLUTION NO. 16-1145

IN THE MATTER OF RE-APPOINTING A MEMBER AND APPOINTING AN ALTERNATE TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Rural Zoning Commission (the "RZC"), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the Board of Commissioners may appoint two alternate members to the RZC, for terms to be determined by the Board of Commissioners; and

WHEREAS, the term for Hal Clase (RZC 1) expires on December 31, 2016, and Mr. Clase has applied for re-appointment; and

WHEREAS, Brad Jolliff has applied for a vacant seat as an alternate member, the term for which will begin January 1, 2017 and will expire December 31, 2021;

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 re-appointment of the following member to the RZC and the appointment of the following alternate member for the terms specified herein:

Position	Appointee	Term Ends
----------	-----------	-----------

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016**

RZC 1	Hal Clase	December 31, 2021
Alternate	Brad Jolliff	December 31, 2021

Section 2. The re-appointment and appointment approved in this Resolution shall take effect on January 1, 2017.

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

15

RESOLUTION NO. 16-1146

IN THE MATTER OF RE-ELECTING MEMBERS OF THE DELAWARE COUNTY VOLUNTEER PEACE OFFICERS’ DEPENDENTS FUND BOARD:

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

WHEREAS, on April 7, 2016, the Delaware County Board of Commissioners adopted Resolution No. 16-324, establishing the Delaware County Volunteer Peace Officers’ Dependents Fund Board, pursuant to section 143.02 of the Revised Code; and

WHEREAS, the Board of Commissioners shall elect two members to the Delaware County Volunteer Peace Officers’ Dependents Fund each year not earlier than the first day of November and not later than the second Monday in December for terms that commence on the first day of January and that are for one year; and

WHEREAS, the terms of Sheriff Russ Martin and Brad Euans are expiring on December 31, 2016; and

WHEREAS, Sheriff Russ Martin and Brad Euans have applied for re-election to the Delaware County Volunteer Peace Officers’ Dependents Fund Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby re-elects Sheriff Russ Martin and Brad Euans as members of the Delaware County Volunteer Peace Officers’ Dependents Fund Board for terms of one year, commencing on January 1, 2017 and expiring on December 31, 2017.

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

16

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Received an email from Director Dombrosky stating some of his employees have coordinated a Big Brother/Big Sister event.

17

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

- Attended the Art’s Castle reception on Thursday evening
- The Sunbury Bicentennial will be held on Wednesday evening

Commissioner Merrell

- Attended and participated in the Veteran’s Day Parade yesterday with Commissioner Lewis.
- There will be a Veteran’s Day breakfast at the National Guard Armory on Friday morning followed by a program for the Veterans
- The fourth grade class sent letters of thanks for speaking to them last Wednesday

Commissioner Benton

- Tomorrow is Election Day. Get out and vote if you haven’t already
- Will be attending the Central Ohio Youth Center meeting on Tuesday
- The Finance Authority meets on Wednesday
- The Historical Society will hold their meeting on Wednesday at their new site off of Route 23

18

RESOLUTION NO. 16-1147

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 9:50 AM.

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

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2016

RESOLUTION NO. 16-1148

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 11:28 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners