

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 28, 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. 16-1205

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 21, 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 21, 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. 16-1206

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1123 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1123:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1123, memo transfers in batch numbers MTAPR1123 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
	City of Delaware	Prosecutor Fees	10029203-5360	\$ 41,600.00	
PR #	Vendor Name	Line Description	Line Account	Amount	Line
R160558	BAILEY, MELINDA	JFS PARENT	22511607-	\$14,250.0	0001
4		REIMBURSEMENT	5350	0	
R160563	QUINN	OECC FILTER BLDG	66711901 -	\$10,000.0	0001
5	CONTRACTING INC	SIDING/ROOF	5410	0	
		INSTALLATION			
R160565	COMPUTATIONAL	PCSWMM SOFTWARE	66211901 -	\$5,440.00	0001
6	HYDRAULICS INTL	RENEWAL FOR 2017	5320		
R160569	US BANK	BOND INTEREST	50411121 -	\$20,421.2	0001
1		PAYMENT	5720	5	
R160569	US BANK	BOND PRINCIPAL	50411121 -		0002
1		PAYMENT	5725	\$30,000.0	
				0	
R160569	US BANK	BOND INTEREST	50811125 -	\$18,897.0	0003
1		PAYMENT	5720	8	
R160569	US BANK	BOND PRINCIPAL	50811125 -	\$30,000.0	0004

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1		PAYMENT	5725	0	
R160569	US BANK	BOND INTEREST	50911126 -	\$12,425.8	0005
1		PAYMENT	5720	3	
R160569	US BANK	BOND PRINCIPAL	50911126 -	\$20,000.0	0006
1		PAYMENT	5725	0	

Further Be It Resolved, that the Board Of Commissioners approve the Debt Payments to U.S. Bank in the amount of \$131,744.16 (R1605691)

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

5
RESOLUTION NO. 16-1207

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioner’s office is requesting that Commissioners Benton and Merrell attend the MORPC Member Holiday lunch in Columbus, Ohio on December 8, 2016 at the cost of \$30.00 (fund number 10011101).

The Environmental Services Department is requesting that Mike Frommer and Tiffany Maag attend the CCAO Winter Conference in Columbus, Ohio December 5-6, 2016 at the cost of \$750.00 (fund number 66211902)

The EMS Department is requesting that Jeff Sparks attend a Haz Mat Tech Course in Aniston, Alabama January 8-14, 2017; at no cost

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

6
RESOLUTION NO. 16-1208

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR LIBERTY BLUFF SECTION 1:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Liberty Bluff, Section 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Liberty Bluff, Section 1:

**OWNER'S AGREEMENT
PROJECT NUMBER: 6041**

THIS AGREEMENT, executed on this 28th day of November 2016 between LIBERTY BLUFF DEVELOPMENT COMPANY, hereinafter called 'OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as LIBERTY BLUFF, SECTION 1, further identified as Project Number 6041 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:

- 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.
- 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 2 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.

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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 SIXTY THOUSAND DOLLARS (\$60,000) 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 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	\$	1,910,000
CONSTRUCTION BOND AMOUNT	\$	N/A
MAINTENANCE BOND AMOUNT	\$	191,000
INSPECTION FEE DEPOSIT	\$	60,000

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

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RESOLUTION NO. 16-1209

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE HEATHERS AT GOLF VILLAGE SECTION 1:

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

Whereas, The Engineer has received a request from Pulte Homes of Ohio, LLC, owner of Lot 5453 in The Heathers at Golf Village Section 1 Subdivision, Liberty Township, commonly known as 6533 Timber Valley Drive, Powell, Ohio 43065, to vacate a portion of the original drainage easement as recorded on The Heathers at Golf Village Section 1 Subdivision plat that exists on the north side of Lot 5453; and

Whereas, the portion of the easement as described below which is located within Lot 5453 as depicted in Plat Cabinet 4, Slides 43 and 43A, Recorder’s Office, Delaware, Ohio was determined by The Engineer to no longer be required. Vacating the portion of the easement as described below will allow the owner to develop the property without encroaching into the Drainage Easement. The remaining easement is of sufficient width to provide the County the ability to properly maintain the existing drainage facilities.

Whereas, The Engineer requests your approval to vacate the portion of the easement as described below and to include a marginal reference on Plat Cabinet 4, Slides 43 and 43A of this action to vacate this portion of this easement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 5453 in The Heathers at Golf Village Section 1 Subdivision, Liberty Township, Delaware County, Ohio (Plat Cabinet 4, Slides 43 and 43A) described as follows:

Description of a 0.006 Acre Drainage Easement Vacation

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 5453 of the subdivision entitled “The Heathers at Golf Village Section 1”, of record in Official Record 1389, Page 2609 said Lot 5453 being conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2538 (all references are to the records of the Recorder’s Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northwesterly corner of said Lot 5453, the southwesterly corner of Lot 5452 of said “The Heathers at Golf Village Section 1”, in the easterly right-of-way line of Timber Valley Drive; Thence South 03° 22’ 07” West, with said easterly right-of-way line, a distance of 14.82 feet to a point; Thence crossing said Lot 5453 the following courses and distances: South 86° 37’ 53” East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING for this description; South 84° 54’ 28” East, a distance of 85.04 feet to a point; South 03° 22’ 07” West, a distance of 3.00 feet to a point; North 84° 54’ 28” West, a distance of 85.04 feet to a point; and North 03° 22’ 07” East, a distance of 3.00 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre of land, more or less.

All references are to the records of the Recorder’s Office, Delaware County, Ohio.
This description has been prepared by:
EMH&T Matthew A. Kirk, P.S. Professional Surveyor Number 7865

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

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RESOLUTION NO. 16-1210

IN THE MATTER OF DECLARING THE NECESSITY TO IMPROVE THE INTERSECTION OF CHESHIRE ROAD AND OLD STATE ROAD AND APPROVING A PROFESSIONAL SERVICES AGREEMENT:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and

WHEREAS, the County Engineer has determined that the intersection of Cheshire Road (County Road 72) and South Old State Road and Lackey Old State Road requires traffic flow improvements including construction of a modern roundabout; and

WHEREAS, Section 305.15 of the Revised Code provides that upon request of the County Engineer for assistance

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in performing his duties with respect to roads, the Board may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state for this purpose; and

WHEREAS, the County Engineer has selected Strand Associates, Inc. through a qualification based selection process conforming to Section 153.65, *et. seq.*, of the Revised Code to perform design engineering services for the Improvement and requests that the Board enter into a contract to assist the engineer with preparation of surveys, plans, profiles, cross sections, estimates and specifications for the Improvement;

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

Section 1: The public convenience and welfare require improvement of the intersection of Cheshire Road and South Old State Road; and

Section 2: The following contract is hereby approved:

**PROFESSIONAL SERVICES AGREEMENT
DEL CR10 & CR72 Intersection
PART 1**

Section 1 - Parties to the Agreement

Agreement made and entered into this 28th 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 the firm of Strand Associates, Inc., 4433 Professional Parkway, Columbus, Ohio 43125 ("Consultant").

Section 2 - Contract Administrator

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

Section 3 - Scope of Services (Services)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated October 5, 2016, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Services promptly and in a skillfully competent manner used by members of consultant's profession practicing under similar circumstances at the same time and locality under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 - Compensation

Compensation for Services performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **Two Hundred Fourteen Thousand Two Hundred Thirty Four dollars and Twenty Four cents, (\$214,234.24)** in total, in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Services.

Section 5— Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of services performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt. Nonpayment 45 days after receipt of invoice may at the Consultants option result in suspension of services upon 5 calendar days' notice to County. Upon receipt of payment in full, the consultant will resume services with no liability to County for such a suspension.

Section 6 - Authorization to Proceed, Completion of Services, Delays and Extensions

The Consultant shall commence Services upon written authorization of the Administrator and shall complete the services no later than December 31, 2018. Consultant shall not proceed with Services on "If Authorized" tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 - Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Services' Compensation Coverage: Consultant shall maintain services' compensation coverage as required by

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the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.

7.6 **Proof of Insurance:** Prior to the commencement of any services under this Agreement, Consultant, and all of its subconsultants, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of services under this Agreement.

Section 8 - Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subconsultants, and their employees and agents' subconsultants and their employees or any other person for whose acts any of them may be liable.

Section 9 - Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Services. The Consultant shall immediately suspend or terminate Services, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for services performed after the date of termination.

Section 10 - Change in Scope of Services

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 - Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic services produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. Any re-use by the County of the materials for purposes other than intended by this agreement shall be at County's sole risk and without liability to Consultant.

Section 12— Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

Section 13 - Miscellaneous Terms & Conditions

13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

13.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with services compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant 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.**

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13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

13.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of services under this Agreement or any subcontract, that neither it nor any subconsultant 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 services to which the Agreement relates Consultant further certifies that neither it nor any subconsultant, 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 services 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.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination I Equal Opportunity and will not discriminate.

13.10 Campaign Finance - Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 1(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(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The Consultant/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 Agreement will prohibit the County from entering, proceeding, and/or performing the Agreement.** Such certification is attached to this Agreement and by this reference made a part thereof.

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

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RESOLUTION NO. 16-1211

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a motor vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one (1) new ambulance vehicle; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one (1) new ambulance vehicle for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicle is a 2017 Braun Model Chief XL Type-1 ambulance, mounted on a Ford F-550 chassis from Penn Care, Inc., an authorized dealer under the Program, at a cost of \$191,754.11.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS 233, Contract number 800263, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$191,754.11 to Penn Care, Inc.

Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost of \$4,348.00, the purchase and accompanying purchase order for the necessary radio communications equipment from B&C Communications at a cost of \$4,621.00, and the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost of \$751.95.

Section 6. This Resolution shall take immediate effect upon passage.

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

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RESOLUTION NO. 16-1212

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AN AUTOMOBILE FOR THE USE OF THE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Emergency Medical Services Department to expend county monies for the purchase of a new emergency medical response vehicle; and

WHEREAS, these vehicle is available for purchase through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, the vehicle is available from another party, Statewide Ford Lincoln Mercury, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

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Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new automobiles to be used by the County EMS department for the following reasons: (1) existing vehicles have reached the end of their useful service lives; (2) new emergency response vehicles are necessary to provide safe and reliable transportation for emergency medical services staff; and (3) a new emergency medical response vehicle will ensure optimal service and safety for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of a 2017 Ford Utility vehicle at a cost of \$34,014.00 from Statewide Ford Lincoln Mercury, upon the equivalent terms, conditions, and specifications of State of Ohio STS Contract #RS900917.

Section 3. The Board hereby approves a purchase order in the amount of \$34,014 to Statewide Ford Lincoln Mercury.

Section 4. The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$2600.00.

Section 5. This Resolution shall take immediate effect upon passage.

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

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RESOLUTION NO. 16-1213

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 TO THE DEVELOPER-
CONTRACTOR AGREEMENT BETWEEN CONCORD/SCIOTO DEVELOPMENT LLC AND
KENMORE CONSTRUCTION, INC. FOR THE O'SHAUGHNESSY RESERVOIR REGIONAL
PUMP STATION:**

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

Whereas, there is a Developer-Contractor Agreement between Concord/Scioto Development LLC and Kenmore Construction, Inc. for the construction of the O'Shaughnessy Reservoir Regional Pump Station; and

Whereas, pursuant to the Amended and Restated IGA between Delaware County and the Concord/Scioto Community Authority, the Delaware County Board of Commissioners must approve all change orders to the Developer-Contractor Agreement; and

Whereas, there is an increase to the contract in the amount of \$24,321.98; and

Whereas, there is no change to the Contract Time; and

Whereas, the Sanitary Engineer recommends approval of Change Order No. 2.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 to the Developer-Contractor Agreement between Concord/Scioto Development LLC and Kenmore Construction, Inc. for the construction of the O'Shaughnessy Reservoir Regional Pump Station.

Furthermore, be it resolved that the Board of Commissioners approve an increase to Purchase Order P1601206 in the amount of \$24,321.98.

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

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RESOLUTION NO. 16-1214

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations
40311446-5301 Winding Creek Estates Sec 4/Contracted Prof. Services 69,872.63

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
-Great job by Jane Hawes and Megan Edwards for taking the time to decorate the tree in the foyer

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-According to Business First, two contractors that Delaware County works with have been recognized for their safety records: Lend Lease (who is currently working on the new judicial building) and Trucco Construction (who worked on the Sawmill Parkway extension)

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Received an email from Trustee Charles Miley complimenting the county on a job well done on the Sawmill Parkway extension and the Panhandle Road Bridge

Commissioner Benton

- Will be attending a CORSA manager training tomorrow at 10:00
- The budget finalization is moving forward
- Would like to compliment Commissioner Merrell on his nomination to the CCAO Board. He is one of seven nominees
- The Department of Labor has put an injunction nationwide on overtime pay

Commissioner Lewis

-An article in the Gazette on Friday stated that the Columbus Division of Kroger and OSU (represented by Thad Matta) donated \$100,000 to a Domestic Violence Shelter for Delaware County. So far Turning Point has raised \$900,000 of the 2.3 Million needed for the shelter to open in the Fall of 2017

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RESOLUTION NO. 16-1215

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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

RESOLUTION NO. 16-1216

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 11:10 AM.

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

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Jennifer Walraven, Clerk to the Commissioners