

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 1, 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. 16-1217

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 28, 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 28, 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
 RESOLUTION NO. 16-1218

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1130:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1130 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
	Trident Security	County Security Services	10011102-5301	\$12,000.00	
PO #	Vendor Name	Line Description	Account	Amount	Line
R1605717	COURTVIEW JUSTICE SOLUTIONS	DR COURT MIGRATION OF DATA FROM JUVIC TO CLERK OF COURTS	10011102-5320	\$18,150.00	0001
R1605718	ZIMMERMAN & CO INC	REPAIRS TO GREASE TRAPS - HOOVERWOODS	66211909-5328	\$12,000.00	0001
R1605718	ZIMMERMAN & CO INC	REPAIRS TO GREASE TRAPS - SCIOTO HILLS	66211910-5328	\$12,000.00	0002
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311453-5328	\$197.96	0001
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311421-5328	\$174.32	0002
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311446-5328	\$6,903.39	0003
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311450-5328	\$2,287.56	0004
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311454-5328	\$542.12	0005

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R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311449-5328	\$571.69	0006
R1605737	SOIL & WATER CONSERVATION DISTRICT	2016 DITCH PETITION CHARGES	40311417-5328	\$758.55	0007

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

5

RESOLUTION NO. 16-1219

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Sherry Fleury and Sandy Disantis attend a DC Bar Association Domestic Relations class in Delaware, OH on December 9, 2017 at the cost of \$75.00.

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

6

RESOLUTION NO. 16-1220

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 20.445 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas, on November 3, 2016, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Agent for the petitioners, of 20.445 acres, more or less, in Delaware Township to the City of Delaware; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 20.445 acres, more or less, in Delaware Township to the City of Delaware.

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

7

RESOLUTION NO. 16-1221

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM DONATOS PIZZERIA, LLC DBA AS DONATOS PIZZA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Donatos Pizzeria has requested a new D1, D2 permit located at 9764 Sawmill Road, Powell, OH 43065 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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RESOLUTION NO. 16-1222

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2017 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mr. Merrell, seconded by Mr. Benton that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at **9:30AM on Monday and 9:30AM on Thursday** of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. An agenda item may be scheduled during regular session whereas the Board may allow presentation and discussion of an appropriate matter not previously scheduled.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alternations, etc.) The Clerk to the Board or in the absence of the Clerk to the Board, The Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board’s proceedings at the viewing.

It is Further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

It is Further Resolved, special meetings may be called upon the direction of the president of the board of commissioners or by the request of any two members of the board of commissioners.

It is Further Resolved, that the normal business hours/office hours for the office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year’s Eve Day (office closes at noon), New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

9
RESOLUTION NO. 16-1223

IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:

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

PREAMBLE

WHEREAS, pursuant to R.C. § 121.22(F), the Board of County Commissioners, Delaware County, Ohio (“Board”) is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and,

WHEREAS, the Board also desires, consistent with R.C. § 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board.

RESOLUTION

NOW THEREFORE BE IT RESOLVED:

Pursuant to R.C. § 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2017 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2017:

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1. All regularly scheduled meetings of the Board held in 2017 shall be held in accordance with the following schedule:
 - Time: 9:30AM
 - Days/Dates: On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.
 - Place: 101 N. Sandusky Street, Delaware, Ohio 43015
1st Floor Hearing Room
2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board’s office and on the Board’s website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.
5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
 - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
 - C. Prominently post advance notice of the meeting in the Board’s office; and
 - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
 - A. Provide notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
 - C. Prominently post notice of the meeting in the Board’s office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board’s office and the Board’s office and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

**10
RESOLUTION NO. 16-1224**

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION SCHEDULED FOR THE THURSDAY JANUARY 5, 2017:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Commissioners’ session scheduled for Thursday January 5, 2017.

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

**11
RESOLUTION NO. 16-1225**

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IN THE MATTER OF APPOINTING FOR THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS:

It was moved by Mr. Merrell, seconded by Mr. Benton to appoint Jennifer Walraven, Clerk and Sarah Dinovo, Dawn Huston, and Si Kille, Deputy Clerks to the Board of Delaware County Commissioners.

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

**12
RESOLUTION NO. 16-1226**

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE POINTE AT SCIOTO RESERVE PHASE 1 & 2 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on August 4, 2016, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Pointe At Scioto Reserve Phase 1 & 2 Drainage Improvement Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Pointe At Scioto Reserve Phase 1 & 2 Drainage Improvement Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Thursday February 2, 2017, at 10:00AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**13
RESOLUTION NO. 16-1227**

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE LATERAL #2 OF THE SCOTT #604 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on November 19, 2015 , held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Lateral #2 Of The Scott #604 Watershed Drainage Improvement Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of The Lateral #2 Of The Scott #604 Watershed Drainage Improvement Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed the **Monday February 13, 2017 at 1:30pm** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**14
RESOLUTION NO. 16-1228**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE/KNOX/MARION/MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR

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IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling Litter Prevention Office
2017**

This agreement made the day of 1st day of December, 2016, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on February 12, 2013.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$72,954.00 for fulfillment of obligations listed in **Exhibit #1**. It is expected that \$1,000 must be used to advertise the special collection events. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on each semi-annual and annual program reports and must outline what was spent on advertising the special collection events.

2. Term

The term of this agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

3. Payments

The District shall disburse the contract amount of \$72,954.00, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2017 (\$21,886.20); 25% April 2017 (\$18,238.50); 25% July 2017 (\$18,238.50); and 20% October 2017 (\$14,590.80).

4. Allowables

- a. Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.
- b. Personnel: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract, unless approved by the District Board.
- c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.
- d. Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.

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- e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.
- f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. - including registration and attending costs for instate conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.
- h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.
- i. Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see **Exhibit #2**). The President of the Board of County Commissioners shall sign the Program Status Report. These reports are due on the following dates.

Dates Covered	Report Due
January 1 - June 30	July 31, 2017
July 1 - December 31	January 31, 2018

Only reports filed according to the above schedule will be reported to the District Board.

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 28, 2018. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at anytime.

The carryover money must be documented on the half year and end of year reports that are submitted to the District. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account #952.1620.40909 for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or

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representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

Exhibit #1

Responsibilities of County Recycling and Litter Prevention Offices

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan (pages V-16 to V-20) and agreed upon in the 2017 Agreement for Implementation.

Program Focus Area for 2017- Recycling Right to Reduce Contamination

Focus will be placed on reducing the contamination found in the county recycling drop-off containers. An educational program(s) focused on "recycling right" should be developed and implemented this contract term. This should include at a minimum, adult education workshops on the basics of recycling and the development of a simply worded handout on where and what to recycle. Additional programs and ideas should be developed based on the specific county need(s). To meet this criteria, program ideas must be listed on the annual marketing plan in detail.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below
- c) Maintain a website with at least the minimum requirements outlined on page V-19 of the Solid Waste Management Plan
- d) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs
- e) Meet quarterly with your Advisory Council/Board
- f) Provide articles and pictures for District newsletters, website and annual reports
- g) Regularly attend District-CRLPO meetings
- h) All marketing and educational material must state something similar to "Recycling and Litter Prevention Program funded by the DKMM Solid Waste District."

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an *Infrastructure Inventory* (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Annually update *Residential Recycling Guide* and make available on your website and in print (the District will provide a limited amount of printed copies)
- c. *Drop-off Inventory-twice* a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed.
- d. Ensure our drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself so illegally dumped items and litter can be taken care of quickly.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details to free sources (fliers and PSA provided by the District); spend at least \$1,000 advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data.
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program
- g. Promote the use of our yard waste facilities as well as backyard composting (Don't Bag It)

Commercial Businesses and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service

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Centers, etc. (school recycling that is lead by school and not students).

- a) Conduct waste audits at businesses, industries, schools and government institutions (the District will provide training).
- b) Distribute and make available on your website "A Guide for Waste Disposal and Recycling for Business" (the District will provide a limited number of printed copies)
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Promote the District Recycling and Market Development Grant Program throughout the year. Identify potential applicants and be a local resource for pulling applications together if necessary (the District will be the main point of contact).
- e) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- f) Ensure recycling at all county buildings.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual *Curbside Inventory* of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with the District to identify likely candidates for non-subscription curbside recycling.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead). This can be done by working through the District Grant Program.

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Promote the District Recycling and Market Development Grant Program throughout the year. Identify potential applicants and be a local resource for pulling applications together if necessary (the District will be the main point of contact).
- c) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- d) Conduct waste audits at businesses, industries, schools and government institutions.

**Exhibit #2
Financial Report Cover Page**

REPORTS DUE: July 31, 2017 January 31, 2018 circle which this report represents)

COUNTY: _____ DATE OF REPORT: _____

REVENUE

DKMM Funds Awarded 2017	\$ _____
Approved Carryover (maximum 10% of base contract amount)	\$ _____
Total DKMM Funds Available	\$ _____

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Have you received funding outside of DKMM during this reporting period? Yes No (please circle one).
 If yes, please give a brief description of the funding source, amount of funding and what it will be used for.

EXPENDITURES (totals from the Financial Report) Salaries

	\$ _____
Fringe Benefits	\$ _____
Contracts	\$ _____
Advertising (general)	\$ _____
Event Advertising (minimum \$1,000)	\$ _____
Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Other	\$ _____
Total Expenditures	\$ _____

A detailed explanation for expenditures must be provided on the Financial Report provided.
Other formats will not be accepted.

FUND BALANCE \$ _____

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.

Print Name

Title President, County Commissioners

Signature

Report prepared by _____

Date

Date

Exhibit #3

Machinery and Equipment Purchases with District Funds

Equipment no longer in use:

List Items: Original Purchase Price

- 1.
- 2.
- 3.

Recommended Method for Disposal:

Program Manager CRLPO: _____ Date:

Disposal Approval District Director: _____ Date:

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

15

RESOLUTION NO. 16-1229

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR THE RESERVE AT DUNCAN RUN LOT 540, DIVISION #1:

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

Whereas, Daniel B. Reckner has submitted the Plat of Subdivision (“Plat”) for The Reserve At Duncan Run Lot 540, Division #1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Harlem Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 17, 2016; and

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Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 18, 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 October 24, 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 October 24, 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 November 21, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Reserve At Duncan Run Lot 540, Division #1.

The Reserve At Duncan Run Lot 540, Division #1

Situated In The Township Of Harlem, County Of Delaware, State Of Ohio And Being Lot 540, The Reserve At Duncan Run. Being A Subdivision Of 11.923 Acres, Being All Of Lot 540, As Recorded In Official Record Volume 952, Page 324 In The Delaware County Recorder’s Office, And Being All Of Lot 540, Owned By Daniel B. Reckner As Recorded In Official Records Volume 886, Page 2039 In The Delaware County Recorder’s Office. Cost: \$3.00

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

16

RESOLUTION NO. 16-1230

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE MANNIK & SMITH GROUP FOR PRELIMINARY ENGINEERING FOR THE PIATT ROAD EXTENSION (DEL-TR99-1.79, PID 1605) BETWEEN CHESHIRE ROAD (CR 72) AND BERLIN STATION ROAD (CR91):

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

Whereas, the County Engineer and Staff recommends approval of the following agreement with The Mannik & Smith Group for Preliminary Engineering for the Piatt Road Extension (DEL-TR99-1.79, PID 1605) between Cheshire Road (CR 72) and Berlin Station Road (CR91);

Now, Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with The Mannik & Smith Group for Preliminary Engineering for the Piatt Road Extension (DEL-TR99-1.79, PID 1605) between Cheshire Road (CR 72) and Berlin Station Road (CR91);

**ENGINEERING SERVICES AGREEMENT
PRIME AGREEMENT (LUMP SUM)**

Contract #E1605-1

This Agreement is made and entered into this 1st day of December, 2016, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **The Mannik & Smith Group, 815 Grandview Avenue, Suite 650, Columbus, Ohio 43215**, (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”: Preliminary Engineering for the Piatt Road Extension (DEL-TR99-1.79, PID 1605) between Cheshire Road (CR 72) and Berlin Station Road (CR91), including surveys, studies, and preparation of construction and right-of-way plans.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:
 - 1.3.1 Scope of Services last revised: September 22, 2016

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1.3.2 Fee Proposal last revised: October 21, 2016

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (“County Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The County Engineer or his designee 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 Consultant, 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 and other documents enumerated in Section 1.3 and as follows:
- a. For all services described in the Scope of Services and Fee Proposal as “Basic Services”, the lump sum fee shall be **\$275,600**.
- b. For all services described in the Scope of Services and Fee Proposal as “If Authorized Services”, payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$33,700**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$309,300** without subsequent modification by both Parties.
- 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.

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Tiffany Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Steve R. Bergman, P.E.
Attn: Randy L. VanTilburg, P.E.

Address of Firm: 815 Grandview Avenue, Suite 650

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-441-8701

Email: rvantilburg@manniksmithgroup.com

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6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") of the County Engineer and shall complete the Services no later than March 1, 2018.
- 7.2 Consultant 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 Consultant may make a written request for time extension, and the County 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 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.

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 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 or the Scope of Services shall not take effect unless approved by both Parties in writing.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 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.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 To the extent permitted by law the Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from damages, liability, or costs to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, 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.

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- 12.2 To the extent permitted by law the Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from damages, liability, or costs, that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: 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.
- 13.2 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.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 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.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 13.7 Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the County and the Consultant, the County agrees to the fullest extent permitted by law, to limit the liability of the Consultant for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or the Consultant's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by the Consultant for the Project, whichever is greater. Notwithstanding the foregoing, in the event that a claim, loss, breach, damage, or expense arising out of this Agreement and/or the Consultant's performance of services on the Project is covered by one or more insurance policies required herein, the limitation of liability shall be the proceeds of insurance up to the applicable coverage limit.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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. 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.
- 14.2 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 workers 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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- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Consultant 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.
- 14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 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 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.
- Consultant 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.
- 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 / Equal Opportunity and will not discriminate.
- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or

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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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-1231

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STAR CONSULTANTS, INC., FOR THE DELAWARE COUNTY FACILITIES MASTER PLAN 2016 UPDATE:

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

Whereas, the Director of Facilities recommends approval of the Professional Services Agreement between The Delaware County Board Of Commissioners and Star Consultants, Inc. for The Delaware County Facilities Master Plan 2016 Update;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Professional Services Agreement between The Delaware County Board Of Commissioners and Star Consultants, Inc. for The Delaware County Facilities Master Plan 2016 Update:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is 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 Star Consultants, Inc., 1910 Crown Park Ct., Columbus, Ohio 43235 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services" in connection with the following "Project":
Delaware County Facilities Master Plan 2016 Update.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Proposal Delaware Master Planning Rev-2 dated 11-02-2016, Phase I, Program Assessment (Space Programming)

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the "Project Manager" and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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 1.3 and as follows:

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- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the lump sum fee shall be (\$106,478.00) One Hundred Six Thousand Four Hundred Seventy Eight Dollars.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Project Manager. The total fee for all "If Authorized" tasks shall not exceed N/A.
- 4.4 Total compensation under this Agreement shall not exceed \$106,478.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Project Manager:

Name: Delaware County Facilities Management
 Attn: Jon Melvin, Interim Director of Facilities

Address: 1405 US Highway 23 North, Delaware, Ohio 43015

Telephone: 740 833-2283

Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Hamid Mukhtar, President

Address of Firm: 1910 Crown Park Ct.

City, State, Zip: Columbus, Ohio 43235

Telephone: 614 538-8445 Ext 222

Email: hamid@starconsultants.org

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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.
- 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 Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work no later than April 30, 2017.
- 7.2 Consultant 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 Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

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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 Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: 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.
- 13.2 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.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 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 services hereunder. 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.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

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13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant 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. 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.

14.2 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 workers 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.**

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

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

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

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

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

14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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.

14.10 Drug-Free Workplace: The Consultant 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 Consultant 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.

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14.11 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

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 / Equal Opportunity and will not discriminate.

14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

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RESOLUTION NO. 16-1232

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE LANDS AND BUILDINGS AND COUNTY GARAGE:

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

Transfer of Appropriation

From	To	
10011105-5325	10011105-5201	4,000.00
Lands & Buildings/Maint Contracts	Lands & Buildings/General Supplies	
10011106-5228	10011106-5328	6,000.00
County Garage/Vehicle Repair Supply	County Garage/Maint & Repair Services	

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

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RESOLUTION NO. 16-1233

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriations

24026326-5319	Juvenile Court Restitution/Reimbursements	2,102.00
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 16-1234

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, there is a term expiring for one member of the Board of Directors on December 31, 2016; and

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 Bill Bishop to the Delaware County Finance Authority Board of Directors for the term commencing January 1, 2017 and ending on December 31, 2020.

Section 2. The appointment approved herein shall be effective on January 1, 2017.

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

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RESOLUTION NO. 16-1235

IN THE MATTER OF APPROVING A COMPENSATION ADJUSTMENT FOR CERTAIN EMPLOYEES UNDER THE DIRECTION OF THE BOARD OF COMMISSIONERS:

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

WHEREAS, the County Administrator and the Assistant County Administrators recommend a three percent (3.0%) compensation adjustment for certain county employees, in the proposed 2017 Budget; and

WHEREAS, in order to equitably and expediently approve the compensation adjustments, the Board of Commissioners desires a policy clearly expressing the eligibility criteria;

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

Section 1. The Board hereby approves a three percent (3.0%) compensation adjustment, effective December 31, 2016 (first full pay earning dates for 2017 begin December 31, 2016 and end January 13, 2017), for certain employees under the direction of the Board, subject to the following conditions:

- a. Except as otherwise provided herein, the pay increase approved herein shall be awarded to all employees under the direction of the Board and compensated under the County’s Compensation Management System, excluding newly hired probationary employees that began employment with Delaware County on or after October 1, 2016.
- b. In the event an employee’s salary exceeds the Board’s established wage scales or ranges as a result of the pay increase approved herein, the employee shall receive a one-time lump sum bonus equal to the three percent (3.0%) compensation adjustment as identified in the County’s Compensation Management System, which bonus shall be in lieu of, and not in addition to, an adjustment to the employee’s regular wage.
- c. This Resolution does not apply to those employees in bargaining units where the contract is under negotiation or has not been ratified as of December 31, 2016 or to those employees subject to a collective bargaining agreement that negotiated a specific wage adjustment for 2017.

Section 2. The County Administrator shall consult with the Assistant County Administrator / Director of Administrative Services and the Assistant County Administrator / Fiscal Director, and the individual department directors and supervisors to determine the employees that meet the eligibility criteria.

Section 3. The County Administrator and / or the Assistant County Administrators are hereby authorized to execute the forms necessary for the pay increases approved herein for all employees that meet the eligibility criteria.

Section 4. The Board hereby encourages all county appointing authorities to institute substantially similar eligibility criteria for the employees under their respective direction and control, and the Board directs the Clerk of the Board to distribute copies of this Resolution to all county offices.

Section 5. This Resolution shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- ED411 Forum is tomorrow. One of the discussions will be Gemini Parkway and the funding relationship needed to that to happen. Our County Engineer, Chris Bauserman will be presenting
- There will another new judicial building tour tomorrow afternoon led by Jon Melvin

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Will be attending the ED411 Forum tomorrow
- Attended the CORSA training on Tuesday. HR did a great job organizing the speaker
- This coming Monday and Tuesday the CCAO will be holding their Winter Conference. Chris Bauserman will be sworn in as president/chair of the CCAO Engineer

Commissioner Merrell

- Will be attending the CCAO Winter Conference Sunday-Tuesday of next week
- Received an email from Jon Trout (Area 7 Advisory Council) with an invitation to serve on that board

Commissioner Lewis

- Ferzan will be presenting at the Winter Conference on Monday at 2:30 PM about relationship and creating a culture of sharing with other entities

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RESOLUTION NO. 16-1236

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION 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 9:50 AM.

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

RESOLUTION NO. 16-1237

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 10:13 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton