

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 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. 16-1238

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 1, 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 December 1, 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
THE UNITED WAY OF DELAWARE COUNTY
MICHELE SAVOLDI, DIRECTOR OF CORPORATE ENGAGEMENT

5
RESOLUTION NO. 16-1239

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1207:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1207 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Schindler Elevator	Land and Building Department	10011105-5328	\$7,401.00
Various Day care	Childcare	22511607-5348	\$10,250.00
Thatcher (line 1)	Trioxyn for Water Reclamation	66211903-5290	\$16,000.00
Thatcher (line 2)	Trioxyn for Water Reclamation	66211904-5290	\$16,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1605675	STAR CONSULTANTS	PHASE I - FACILITY PROGRAM ASSESSMENT	10011102 - 5301	\$106,478.00	0001
R1605736	ENDRESS & HAUSER	PRESSURE GAUGE LAKES OF POWELL	66211903 - 5201	\$877.00	0001
R1605736	ENDRESS & HAUSER	FLOW METER FOR RAS - ALUM CREEK	66211904 - 5450	\$5,321.00	0002
R1605831	ALLIANCE FOR INNOVATION	ALLIANCE FOR INNOVATION MEMBERSHIP DUES 2016	21011113 5308	\$7,650.00	0001

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

6

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

RESOLUTION NO. 16-1240

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development department is requesting that Jenna Jackson attend an IEDC Estate Development and Reuse Training in New Orleans, LA from March 8-11, 2017 at the cost of \$2004.20 (fund number 21011113).

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

7

RESOLUTION NO. 16-1241

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID MOSER, DELAWARE CITY ATTORNEY, REQUESTING ANNEXATION OF 2.856 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Benton, seconded by Mr. Merrell to acknowledge that on December 2, 2016, the Clerk to the Board of Commissioners received an annexation petition request to annex 2.856 acres from Liberty Township to the City of Delaware.

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

9

RESOLUTION NO. 16-1242

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HAZEN AND SAWYER PC FOR THE OECC UV DISINFECTION CHANNEL HYDRAULIC CONTROL DESIGN PROJECT:

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with Hazen and Sawyer PC for the OECC UV Disinfection Channel Hydraulic Control Design Project.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 8th 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 Hazen and Sawyer (“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”:
Olentangy Environmental Control Center (OECC) UV Disinfection Channel Hydraulic Control Design
- 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:
OECC UV Disinfection Channel Hydraulic Control Proposal for Design Services (Exhibit A)

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016

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:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be \$24,260.
- 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 fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$0.00.
- 4.4 Total compensation under this Agreement shall not exceed \$24,260 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Erik G. McPeek, PE

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone:

Email: emcpeek@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Insert name of consultant principal

Address of Firm: Street address including suite #, if any

City, State, Zip: City, state, zip

Telephone: Typed name

Email: email of project manager

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 Sanitary Engineer 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.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

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 Sanitary Engineer and shall complete the work no later than July 1, 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 Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the 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/ADDITIONS 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.

For services in addition to those included in Section 1 as authorized or “if authorized”, a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

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 sub-consultants 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.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

- 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 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.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016

- 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.
- 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

10
RESOLUTION NO. 16-1243

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR
 OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC) UV CHANNEL HYDRAULIC
 CONTROL IMPROVEMENTS FOR THE REGIONAL SEWER DISTRICT:**

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

WHEREAS, the Regional Sewer District desires to purchase stainless steel slide gates and actuators for hydraulic control in their UV disinfection facility at Olentangy Environmental Control Center (OECC), and;

WHEREAS, Sewer District will provide the contract documents and technical specifications for the needed equipment.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016

NOW THEREFORE, BE IT RESOLVED that the specifications for the project known as Olentangy Environmental Control Center (OECC) UV Channel Hydraulic Control Improvements are hereby approved, and; the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice
Invitation to Bid**

The Delaware County Regional Sewer District (DCRSD, "Buyer") will receive sealed Bids for furnishing of stainless steel slide gates and actuators for hydraulic control in their UV disinfection facility. Bids may be submitted until 11:00 AM, local time, on December 23, 2016. All documents and solicitation details are provided with this Invitation to Bid.

The scope generally includes the furnishing of three (3) 2 ft x 2 ft downward-opening stainless steel slide gates with electric or electro-hydraulic actuators for installation by DCRSD staff in existing concrete ultraviolet light disinfection channels. The foregoing description shall not be construed as a complete description of all goods and special services required.

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined during normal business hours at the Delaware County Sanitary Engineer's Office.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices." This notice will also be posted on the Delaware County Regional Sewer District website at <http://www.co.delaware.oh.us/sanitary/newweb/index.asp>.

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

A Bid must be accompanied by Bid security made payable to Buyer, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions. Amount of a cashier's check or certified check must be equal to at least ten percent (10%) of the Bid plus any additive alternates (in accordance with Ohio Revised Code Chapter 1305); amount of a Bond must be equal to the Bid plus any additive alternates (in accordance with Ohio Revised Code Chapter 153.54).

No Pre-Bid Meeting is currently scheduled. The Point of Destination is the Olentangy Environmental Control Center, 10333 Olentangy River Rd, Powell, OH 43065. Potential bidders that are interested in visiting the Site may schedule an appointment prior to the bid submittal date by contacting Marshall Yarnell at (614) 436-7999 or myarnell@co.delaware.oh.us.

Questions about the project shall be directed in writing to DCRSD@co.delaware.oh.us

Bids shall be effective for a period of 60 calendar days from the date of the Bid opening and may not be withdrawn during this period. See Instructions to Bidders for other provisions on the time available for acceptance of Bids. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contact Price. Carriers must be authorized to do business in the State of Ohio.

Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right waive irregularities and to reject any or all bids.

Delaware Gazette Advertisement Date: Friday, December 9, 2016
By ORDER of the Board of County Commissioners.
This 8th day of December, 2016.

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

**11
RESOLUTION NO 16-1244**

IN THE MATTER OF AWARDING A CONTRACT TO EVOQUA WATER TECHNOLOGIES, LLC FOR THE SUPPLY OF CALCIUM NITRATE:

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

Whereas: Sealed bids for 2017-2018 Supply of Calcium Nitrate were received by the County of Delaware, Ohio at the Office of the Sanitary Engineer at 10:00 o'clock a.m. local time, November 1, 2016.

WHEREAS: Two (2) bids were received. The lowest and best bid received was from Evoqua Water

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

Technologies, LLC.

WHEREAS: The Sanitary Engineer recommends awarding a non-exclusive contract to Evoqua Water Technologies, LLC.

Now, therefore, be it resolved that the bid for 2017-2018 Supply of Calcium Nitrate be awarded to Evoqua Water Technologies, LLC. The Sanitary Engineer shall prepare the necessary Notice of Award and Contract documents, and submit them to the contractor for execution.

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

12

RESOLUTION NO. 16-1245

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR VERONA SANITARY SEWER PUMP STATION AND FORCE MAIN IMPROVEMENTS AND FOR VERONA SECTION 1:

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

Whereas, the construction of new sanitary sewers For Verona Sanitary Sewer Pump Station and Force Main Improvements and for Verona Section 1 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Verona Sanitary Sewer Pump Station and Force Main Improvements	5275’ of 8” sewer	\$813,269.50
	366’ of 12” sewer	\$100,516.00
	3- manholes	\$6,798.00
Verona Section 1	6115’ of 8” sewer	\$412,707.40
	30 manholes	\$98,940.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

13

RESOLUTION NO. 16-1246

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

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

Transfer of Appropriation		
From:	To:	
66211901-5301	66211902-5319	\$44,207.25
Sewer Revenue Fund – Prof Services	Sanitary Admin – Refunds/Reimbursements	

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

14

RESOLUTION NO. 16-1247

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016

EVANS FARM SECTION 1 – OLENTANGY ENVIRONMENTAL CONTROL AREA:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for Evans Farm Section 1 – Olentangy Environmental Control Area for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends the sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Evans Farm Section 1 – Olentangy Environmental Control Area for submittal to the Ohio EPA for their approval.

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

15

RESOLUTION NO. 16-1248

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR EVANS FARM SECTION 1 – OLENTANGY ENVIRONMENTAL CONTROL AREA:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Evans Farm Section 1 – Olentangy Environmental Control Area.

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Agreement is entered into on this 8th day of December 2016, by and between EVANS FARM LAND DEVELOPMENT COMPANY, LLC, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the EVANS FARM SECTION 1 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for EVANS FARM SECTION 1 OLENTANGY ENVIRONMENTAL CONTROL AREA, dated 11/28/2016, and approved by the County on 12/5/2016, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are 88 single family residential equivalent connections approved with this Agreement, 51 of which connections will be connected in Section 1 and the remaining 37 to be connected with future sections. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

(1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$366,292.64) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

(2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for EVANS FARM SECTION 1 OLENTANGY ENVIRONMENTAL CONTROL AREA.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of EVANS FARM SECTION 1 OLENTANGY ENVIRONMENTAL CONTROL AREA (\$12,820.00). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of \$29,300.00 estimated to be necessary to pay the cost of inspection for EVANS FARM SECTION 1 OLENTANGY ENVIRONMENTAL CONTROL AREA by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for EVANS FARM SECTION 1 OLENTANGY ENVIRONMENTAL CONTROL AREA as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016

use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

16
RESOLUTION NO. 16-1249

IN THE MATTER OF AMENDING RESOLUTION NO. 16-1204, APPROVING A CHANGE TO THE NUMBER OF MEMBERS OF THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners")

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

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 approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-1204, the addition of one additional member to the Board of Directors to make a total of eight members; and

WHEREAS, due to a clerical error in establishing the term date for this additional appointee to the Finance Authority, corrective action is necessary to set forth the appropriate term;

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

Section 1. The Board of Commissioners hereby amends Resolution No. 16-1204 by changing the term end date for the eighth member of the Delaware County Finance Authority from December 31, 2020 to December 31, 2019, and hereby directs the Clerk to make a notation to that effect in Resolution No. 16-1204 as set out in the Board's Journal.

Section 2. This Resolution shall take immediate effect upon adoption.

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

17

RESOLUTION NO. 16-1250

IN THE MATTER OF APPROVING THE PROPERTY VALUATION SELECTION BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the County Administer and the Assistant County Administrator / Director of Administrative Services recommend approval of the County Risk Sharing Authority (CORSA), Property Valuation Selection for Reproduction Cost value described as the cost to repair, rebuild, or replace with material of like kind and quality compatible to those originally used, including the cost of skilled labor and / or authentic materials necessary to restore the property as nearly as possible to its original condition for the three County buildings outlined below;

1. Delaware County Courthouse ~ 91 N. Sandusky St.
2. Carnegie Library / Commissioners Building ~ 101 N. Sandusky St.
3. Delaware County Old Jail ~ 20 W. Central Ave.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) election for the valuation method of Reproduction Cost value with respect to CORSA coverage for the aforementioned buildings.

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

18

RESOLUTION NO. 16-1251

IN THE MATTER OF APPROVING A REPAYMENT OF ADVANCE, TRANSFER OF APPROPRIATION, SUPPLEMENTAL APPROPRIATION, NEW FUND AND NEW ORGANIZATION KEYS:

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

Repayment of Advance

From	To	
27426313-8500 Crime Victims/Advance Out	10011102-8400 Commissioners General/Advance In	15,000.00
27526315-8500 State Victims/Advance Out	10011102-8400 Commissioners General/Advance In	92.00
50411121-8501 BR Rd Imp US 23 Lewis Center/PY Advance Out	10011102-8401 Commissioners General/PY Advance In	20,543.53

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

Transfer of Appropriation

From	To	
20683201-5001 Law Library/Salaries	20683201-5308 Law Library/Subscriptions	4,500.00
20683201-5001 Law Library/Salaries	20683201-5217 Law Library/Books	5,000.00
25422301-5201 CBCG Intensive Supervision/General Supplies	25422301-5101 CBCG Intensive Supervision/Health Insurance	20.00
25422302-5345 CBCG Electronic Monitoring/Safety & Security Service	25422302-5001 CBCG Electronic Monitoring/Compensation	3.00
25422308-5345 Comm Non-Residential Program/Safety & Security Service	25422308-5001 Comm Non-Residential Program/Compensation	48.00
25422311-5201 Pre Sentence Investigation/General Supplies	25422311-5101 Pre Sentence Investigation/Health Insurance	138.00
25422308-5345 Comm Non-Residential Program/Safety & Security Service	25422311-5101 Pre Sentence Investigation/Health Insurance	256.00
25422302-5345 CBCG Electronic Monitoring/Safety & Security Service	25422311-5101 Pre Sentence Investigation/Health Insurance	182.00
25422301-5201 CBCG Intensive Supervision/General Supplies	25422311-5001 Pre Sentence Investigation/Salaries	626.00
23512102-5260 Delinquent Tax Prosecutor/Inventoried Equipment	23512102-5001 Delinquent Tax Prosecutor/Salaries	100.00
23512102-5201 Delinquent Tax Prosecutor/General Supplies	23512102-5101 Delinquent Tax Prosecutor/Health Insurance	2,000.00
23512102-5260 Delinquent Tax Prosecutor/Inventoried Equipment	23512102-5102 Delinquent Tax Prosecutor/Workers Comp	50.00
23512102-5260 Delinquent Tax Prosecutor/Inventoried Equipment	23512102-5120 Delinquent Tax Prosecutor/County Share OPERS	500.00
10012301-5001 Victims Assistance/Salaries	10012301-5101 Victims Assistance/Health Insurance	750.00
10023201-5201 Domestic Relations/General Supplies	10023201-5320 Domestic Relations/Software & Computer Service	1,400.00
Supplemental Appropriation		
21681309-5365	HMPG Park Safe/Grant Related Services	(700,000.00)
23011701-5365	CDBG PY2014/Grant Related Services	(60,000.00)
25222203-5201	Common Pleas Special Project/General Supplies	(1,000.00)
26226206-5001	Specialized Court Docket/Salaries	(12,500.00)
26226206-5101	Specialized Court Docket/Health Insurance	(1,000.00)
28329206-5361	Common Pleas Guardian/Attorney Services	(2,000.00)
29131321-5305	Law Enforcement CPT/Training	(720.00)
51311130-5375	BR Ditch Imp Basinger/Settlement Services	(23.97)

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

51411131-5375	BR Ditch Imp Jones Tim/Settlement Services	(189.69)
52111140-5375	BR Ditch Midway Gardens/Settlement Services	(41.53)
52211141-5375	BR Ditch Chadwick/Settlement Services	(50.81)
60211902-5370	Employee Benefits/Insurance Claims	300,000.00
77212105-5101	Reinberger Fellowship/Health Insurance	150.00
40311450-5328	Ribov #620 Watershed/Maint & Repair Services	2,500.00
40311453-5328	Thomas #9 Watershed/ Maint & Repair Services	2,500.00
40311409-5319	Ditch Maintenance	1.00

New Fund

246 Tax Certificate Administration Fund

New Organization Key

10023201	Domestic Relations
24614107	Tax Certificate Administration
66711910	OECC Facilities Plan
66711911	Tartan Fields Upgrades
66711912	Scioto Reserve Upgrades
66711913	Leatherlips Area Improvements
66711914	Cheshire Pump Station Upgrade
66711915	Berkshire Township Pump Station
66711916	Peachblow PS & Sewer Upgrades
66711917	Lower AC Relief Pump Station

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

8

**DEB SHATZER EXECUTIVE DIRECTOR,
DELAWARE COUNTY CONVENTION & VISITORS BUREAU
-Convention & Visitors Bureau's Annual Presentation To The Commissioners**

19**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

-Delaware County was well represented at the Economic Develop 411 Forum on Friday and at the CCAO Winter Conference Monday and Tuesday. Chris Bauserman, County Engineer was elected to be the head of the County Engineer Association of Ohio.

-Yesterday, along with Facilities Director Jon Melvin, visited the Ohio Department of Administrative Services to discuss fleet management. Cost per miles is the greatest factor in maintaining the fleet. Will continue to work with Jon and Si to better organize our fleet.

20**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-Attended the ED411 forum. Greatly enjoyed the luncheon speaker (Alec Ross). He was an outstanding speaker.

-Attended the CCAO Winter Conference.

-Heard from Area 7 Board. They offered me a position on their board.

-Will be attending MORPC today

Commissioner Benton

-Attended the CCAO Winter Conference. It was interesting to see that Delaware County is not facing the same challenges that most counties seem to be facing. We have more growth challenges here. Some common challenges were: Transportation infrastructure funding, the loss of Medicare tax, opiate epidemic, aging voting equipment

-Engineer Bauserman had some very good things to say in his acceptance speech. He is will be a good leader for CEAO.

-The P.I.N. Holiday Clearing House will be held on Sunday

-This Saturday is the annual "Pay What You Think It's Worth" pancake breakfast held at the Hardware Exchange

Commissioner Lewis

-The Ohio Legislature is still in session today. One of the topics is the bed tax. Will give an update later.

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 2016**

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners