

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 22, 2017

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
 Jeff Benton, President
 Gary Merrell, Vice President
 Barb Lewis, Commissioner

1
 RESOLUTION NO. 17-644

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 19, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 19, 2017; 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

*numbers 17-645 thru 17-654 were not utilized.

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 17-655

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0621 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0621:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0621, Procurement Card Payments in batch number PCAPR0621 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Line Account	Amount
R1703999	INTERSTATE BILLING SERVICE INC	MEDIC 10 REPAIR	10011303-5328	\$6,000.00

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

5
 RESOLUTION NO. 17-656

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Maren Aikey attend a Train the Trainer class in Columbus, Ohio on June 30, 2017 at the cost of \$30.00.

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

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6

RESOLUTION NO. 17-657

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2017:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for May 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of May 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

7

RESOLUTION NO. 17-658

IN THE MATTER OF APPROVING CHANGE ORDER 008 TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LEND LEASE (US) CONSTRUCTION INC. FOR THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY:

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

Whereas, the Manager of Facilities recommends approval of change order 008;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order 008 to the contract between the Delaware County Board of Commissioners and Lend Lease (US) Construction Inc. for the Sandusky Street Courthouse and Related Parking Facility:

Delaware County Judicial Building

Original Guaranteed Maximum Price (GMP #3)	<u>\$ 39,393,487.00</u>
Current Contract Cost (net change by Change Orders)	<u>\$ 39,082,020.27</u>

Change Order #8 Summary

Item #1- Change Order Request #36 - Additional cost to install louver for mechanical room instead of exterior window shown on architectural drawing on North elevation on level 200.	\$ 2,450.31	(Omission/Compensable change.)
Item #2 - Change Order Request #39 - Additional cost to install floor clean-out in lieu of over head ceiling clean-outs for holding cells on level 200.	\$ 2,976.82	(Value Added Change/Change request by Owner.)
Item #3 - Change Order Request #45 - Additional cost to install wheel guards at corners of Sally Port garage doors.	\$ 5,608.02	(Omission/Compensable change.)
Item #4 - Change Order Request #51 - Additional cost to infill beam with framing in roof stairs to maintain fire rating.	\$ 878.07	(Omission/Compensable change. Information omitted on drawings)
Item #5 - Change Order Request #55 - Additional cost to change to shaft wall at top of PS2 Stair (Public Stairs) to maintain fire rating due to exposure to exterior weather and sequence of construction.	\$ 2,495.75	(Site Conditions Required Change)
Item #6 - Change Order Request #59 - Additional cost to install welded anchors for additional security on doors 470B and 472A in prisoner holding area on level 400. Masonry anchors could not be used because frame was too close to steel column.	\$ 2,124.04	(Omission/Compensable change.)

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Item #7 - Change Order Request #60 - Additional cost to add four light fixtures after bulkhead size was increase in level 300 public hallway due to mechanical coordination.	\$ 1,446.59	(Value added change due to results of coordination meeting)
Item #8 - Change Order Request #61 - Additional cost to install wood blocking for mounting exterior soffit lights.	\$ 7,390.68	(Omission/Compensable change. Information omitted on drawings)
Item #9 - Change Order Request #68 - Credit for changing the system of roof trusses for the roof mansard framing.	\$ (20,375.00)	(Value Engineering Change)
Item #10 - Change Order Request #74 - Additional cost to install pipe bollards at L100 garage to protect condensing units.	\$ 3,500.03	(Omission/Compensable change. Information omitted on drawings)
Item #11 - Change Order Request #76 - Credit for deletion of 'crash' wall air barrier at level 300 parking.	\$ (1,556.49)	(Value Engineering Change)
Item #12 - Change Order Request #82 - Additional cost to add power to temperature control panels that were relocated in mechanical coordination.	\$ 1,367.46	(Omission/Compensable change. Information omitted on drawings)
Item #13 - Change Order Request #83 - Additional cost to change projection screen size, add a screen, and add rough-in for other A/V equipment.	\$ 23,134.83	(Value added change. Owner requested changes as part of FF&E Package so finishes would not be disturbed for FF&E install)
Item #14 - Change Order Request #84 - No cost for changes to the ceramic wall tile layout on L400 and L500 North corridor.	\$ -	(Change to enhance the look of the ceramic tile)
Item #15 - Change Order Request #85 - No cost for changes to 'EIFS' system to use heavy duty mesh instead of metal channel on south elevation.	\$ -	(Value added Change request by Architect)
Total Add Amount for Change Order #7	<u>\$31,441.11</u>	
New Contract Sum including this Change Order:	<u>\$ 39,113,461.38</u>	

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Change Order

PROJECT (Name and address): Delaware County Board of Commissioners 101 North Sandusky Street Delaware, Ohio 43051-1732 Telephone Number 740.833.2104	CHANGE ORDER NUMBER: 008 DATE: 6-12-17	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lend Lease 92 N. Sandusky St. Suite 200 Delaware, OH 43051	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 6.2.15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See Attached Exhibit A.

The original Contract Sum was	\$ 145,641.00
The net change by previously authorized Change Orders	\$ 38,936,379.27
The Contract Sum prior to this Change Order was	\$ 39,082,020.27
The Contract Sum will be increased by this Change Order in the amount of	\$ 31441.11
The new Contract Sum including this Change Order will be	\$ 39,113,461.38

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 30, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Silling Associates, Inc. ARCHITECT (Firm name) 405 Capitol Street, Upper Atrium, Charleston, WV 25301 ADDRESS <i>[Signature]</i> BY (Signature) Sean G. Simon (Typed name) 6/12/2017 DATE	Lend Lease CONTRACTOR (Firm name) 92 N. Sandusky St., Suite 200, Delaware, OH 43051 ADDRESS <i>[Signature]</i> BY (Signature) Gary R. Rutledge (Typed name) 6/12/17 DATE	Delaware County Board of Commissioners OWNER (Firm name) 101 North Sandusky Street, Delaware OH 43051-1732 ADDRESS BY (Signature) (Typed name) DATE
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

8
RESOLUTION NO. 17-659

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR DELAWARE COUNTY EMS:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County EMS staff will be attending all day training sessions and refreshments need to be provided;

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Org Key 10011303 – Object Code 5294 in an amount not to exceed \$200.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the planning session.

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

9

RESOLUTION 17-660

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RENERGY, INC. FOR THE DISPOSAL AND BENEFICIAL RE-USE OF BIOSOLIDS GENERATED FROM THE COUNTY’S WASTEWATER TREATMENT FACILITIES:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Renergy, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Renergy, Inc.

SERVICES AGREEMENT

This Agreement is made and entered into this 22nd day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Renergy, Inc., 461 State Route 61, Marengo, Ohio 43334 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”:
The Contractor shall provide disposal and beneficial re-use of biosolids generated from the County’s wastewater treatment facilities. The County may haul the biosolids to the Contractor’s Emerald BioEnergy facility located at 2279 CR 156, Cardington, Ohio 43315 or have the contractor provide hauling services.

1.2 The Contractor 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 Contractor in accordance with the following documents, by this reference made part of this Agreement:
 -Delaware County Request for Competitive Sealed Proposals – December 22, 2016
 - Renergy Inc. Proposal Response – February 6, 2017
 - Scope of Services Attachment A – April 18, 2017

2 SUPERVISION OF SERVICES

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

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

3 AGREEMENT; MODIFICATIONS; CONFLICTS

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

3.2 In the event of a conflict between the terms and conditions contained within this Agreement and other documents incorporated by reference in Section 1.3, any conflict shall be resolved in the following order of precedence: (A) this Agreement, consisting of pages 1–6; (B) Attachment A to this Agreement; (C) Delaware County Request for Competitive Sealed Proposals, dated December 22, 2016; and (D) Renergy Inc. Proposal Response.

4 FEES AND REIMBURSABLE EXPENSES

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- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Attachment A to this Agreement.
- 4.2 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 on Attachment A.

5 NOTICES

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

County:

Name: Michael Frommer, P.E.
 Address: 50 Channing Street (2nd floor), Delaware, Ohio 43015
 Telephone: 740-833-2240
 Email: mfrommer@co.delaware.oh.us

Contractor:

Name of Principal in Charge: W. Michael Oberfield, COO
 Address of Firm: 461 State Route 61
 City, State, Zip: Marengo, Ohio 43334
 Telephone: 602-321-0756
 Email: wmoberfield@renergy.com

6 PAYMENT

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

7 NOTICE TO PROCEED

- 7.1 The Contractor shall commence Services upon written Notice to Proceed of the Sanitary Engineer and shall complete the Services in accordance with the Proposal.

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 by giving at least one hundred eighty (180) days advance notice, in writing, to the Contractor. . The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.
- 8.2 In the case of Termination, the Contractor 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 requires approval by both parties.

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10 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 10.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 10.2 The Contractor 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.

11 INDEMNIFICATION

- 11.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 11.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

12 INSURANCE

- 12.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 12.1 and 12.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 12.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

13 MISCELLANEOUS TERMS AND CONDITIONS

- 13.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 13.8 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.
- 13.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing 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 Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 13.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 13.11 Non-Discrimination/Equal Opportunity: Contractor 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 Services to which the Agreement relates.
- Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 13.12 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

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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 Mrs. Lewis Aye Mr. Benton Aye

**10
RESOLUTION NO. 17-661**

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE RESERVE AT SCIOTO GLENN PHASE 3 AND BROOKVIEW MANOR SECTION 2:

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

Whereas, the construction of new sanitary sewers at The Reserve At Scioto Glenn Phase 3 and Brookview Manor Section 2 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:

Reserve at Scioto Glenn Phase 3	2050' of 8- inch sewer	\$223,962.50
	15 manholes	\$ 42,300.00
Brookview Manor Section 2	576' of 8-inch sewer	\$50,570.09
	1922' of 18-inch sewer	\$267,593.00
	9 manholes	\$32,414.13

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

**11
RESOLUTION NO. 17-662**

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds		
From	To	
10011102-8500	27426314-8400	27,000.00
Commissioners General/Advance Out	Crime Victims CASA/Advance In	

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

**12
RESOLUTION NO. 17-663**

IN THE MATTER OF APPROVING THE 2018 BUDGET CALENDAR:

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

2018 BUDGET CALENDAR	
August 11, 2017	Draft Business Plan due to County Administrator and Fiscal Services Director
August 21, 2017 - September 1, 2017	Elected Officials/Department Heads to meet with County Administrator and Fiscal Services Director to discuss draft business plan
September, 15, 2017	Final Business Plans due to County Administrator and Fiscal Services Director
October 2, 2017 – October 13, 2017	Elected Officials/Department Heads enter budget requests into IFAS
October 23, 2017	Work Session for County Administrator and Fiscal Services Director
October 30, 2017 – November 17, 2017	Budget Hearings
November 30, 2017	Commissioner final budget comments to County Administrator and Fiscal Services Director
December 14, 2017	Commissioner approval of the 2018 budget

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

13

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- EMA released their annual report. The highlight of the report was the Special Needs Registry.
- This afternoon will be attending a meeting with COTA and their future planning of the 23 corridor. Denny Schooley will also be attending to help get DATA involved.
- A time extension for the new judicial building has been requested (extending it from 7/31 to 8/31)

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Thanks to Chief Pijanowski to attending a call for mid-sized states for the Stepping-Up Initiative

Commissioner Merrell

- A brief legislative update

Commissioner Benton

- Attended the health insurance benefits tools discussion on Monday. Would encourage everyone who participates in our health insurance to become more informed of all the options the plan offers
- At noon today, Judge Hemmeter will be hold a discussion of creating a new veteran’s docket for the municipal court

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RESOLUTION NO. 17-664

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:58 AM.

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

RESOLUTION NO. 17-665

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Merrell to adjourn out of Executive Session at 10:56 AM.

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

Other Business:

RESOLUTION NO. 17-666

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 22, 2017**

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 17-623, establishing the Evans Farm New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code;

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

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

Position	Appointee	Term Ends
Citizen Member	Pat Blaney	6/21/2018
Citizen Member	Seiji Kille	6/21/2018
Citizen Member	John Kirksey	6/21/2019
Local Government Representative	Ferzan Ahmed	6/21/2019

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

Section 3. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Evans Farm Land Development Company, LLC, as the statutory developer for the Evans Farm New Community Authority.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners