

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 23, 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. 17-1104**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 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 October 19, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**RESOLUTION NO. 17-1105**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1020 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1020:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1020, Procurement Card Payments in batch number PCAPR1020 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R1705406	BUCKEYE POWER SALES CO INC	TOWER MAINTENANCE PARTS	10011303- 5201	\$2,000.00
R1705406	BUCKEYE POWER SALES CO INC	TOWER LABOR	10011303- 5328	\$2,000.00
R1705384	COMMUNITY RESEARCH PARTNERS	DATA DASHBOARD DEVELOPMENT	10011102- 5301	\$22,200.00
R1705296	ISAIHNS PLACE INC	RESIDENTIAL CENTER	22511607- 5342	\$15,000.000

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

**5**  
**RESOLUTION NO. 17-1106**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Regional Sewer District is requesting that Brian Rammelsberg, Nate Givens, Chad Sealey, Shawn Nutter, Nick Tubaugh, and Ricky Thomas attend a 2017 OWEA Hands-On Workshop in Columbus, Ohio on October 26, 2017 at a total cost of \$120.00 from fund 66211901.

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The Emergency Medical Services Department is requesting that Chief Mike Schuiling, Assistant Chief Eric Burgess and Assistant Chief Aaron Jennings attend an OHPELRA “Shaping Your Public Safety Forces to be Heroes” conference in Columbus, Ohio from November 15, 2017 at the cost of \$750.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Lieutenant Ryan Strohl attend a Field Force Command and Planning class in Anniston, Alabama from December 3-9, 2017 at no cost.

The Commissioners’ office is requesting that Commissioners Benton and Merrell attend the Economic Development 411 forum on December 1, 2017 at the cost of \$50.00 (fund number 10011101).

The Commissioners’ office is requesting that Commissioners Benton, Merrell and Lewis, Dawn Huston and Si Kille attend the 2017 CCAO/CEAO Winter Conference from December 10-12, 2017 at the cost of \$1750.00 (fund number 10011101).

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

**6  
RESOLUTION NO. 17-1107**

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE LEASE OF DELAWARE COUNTY FARM LAND LOCATED AT 6579 MOORE RD, DELAWARE, OHIO 43015:**

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

WHEREAS, the Delaware County Regional Sewer District desires to bid the leasing of farm land located at the Lower Scioto Water Reclamation Facility, 6579 Moore Road, Delaware, Ohio 43015, and;

WHEREAS, Sewer District staff has developed the cash lease document, and;

NOW THEREFORE, BE IT RESOLVED that the cash lease document for the Lease of Delaware County Farm Land located at 6579 Moore Road is hereby approved, and the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Legal Notice:

**LEGAL NOTICE  
LEASE OF DELAWARE COUNTY FARM LAND  
6579 Moore Road**

Parties interested in leasing farmland from Delaware County may submit a sealed bid to the Board of Commissioners, Delaware County, Ohio, at 50 Channing Street Delaware, Ohio 43015 until **10:00am** on Wednesday, **December 6, 2017** for the cash lease of the County’s farmland. The land being offered for lease is located at the Lower Scioto Water Reclamation Facility (LSWRF), 6579 Moore Road Delaware, Ohio 43015.

There will be 44 acres at the LSWRF, more or less, of cropland as denoted by the Delaware County GIS Maps, to be offered for rent for one (1) crop season from April 1, 2018, with options to renew for three (3) additional one (1) year term. Payment of one half of the annual rent shall be made on or before April 1<sup>st</sup>, and the remaining one half of the annual rent by November 1<sup>st</sup> of each crop season. The notice of intent to exercise the options to extend the lease for one year period is to be submitted to the County Commissioners in writing by November 1<sup>st</sup> preceding the crop year for the extension. The lease shall be exclusively for use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained online at <http://www.co.delaware.oh.us> under the heading “Bids and Notices” or from the Delaware County Regional Sewer District 50 Channing Street Delaware, Ohio during the hours of 8:00 am to 4:30 pm.

Bids will be opened and a cash lease will be entered into according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities in each. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Farmland Cash Lease." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Delaware County Commissioners  
Regional Sewer District  
Michael Frommer, Executive Director  
<End of Advertisement>

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

**7  
RESOLUTION NO. 17-1108**

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**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER TO PROVIDE SERVICES FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER FACILITY PLAN PROJECT:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Hazen and Sawyer to perform the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Hazen and Sawyer:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 23rd day of October, 2017, 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”:  
The Olentangy Environmental Control Center (“OECC”) Facility Plan (“Project”) includes a comprehensive review of existing facilities and baseline criteria development for upgrades, exploration of alternatives for implementation at OECC, and converging alternatives into a Facility Plan for OECC.
- 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:  
Exhibit A - Scope of Services  
Exhibit B – Fee Schedule

**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

**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 \$531,500.
- 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 \$30,000.
- 4.4 Total compensation under this Agreement shall not exceed \$561,500 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**

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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 McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2240

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.

**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 October 23, 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 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.

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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.
- 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

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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.
- 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.

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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. Benton              Aye              Mr. Merrell              Aye

**8  
RESOLUTION NO. 17-1109**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COURTYARDS AT BRADFORD COURT PHASE 2:**

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

Whereas, the construction of new sanitary sewers at The Courtyards At Bradford Court Phase 2 have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>The Courtyards At Bradford Court Phase 2</b>	1328’ of 8- inch sewer	\$30,000.00
	3- manholes	\$ 3,200.00

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

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. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**9  
RESOLUTION NO. 17-1110**

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:



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Permit #	Applicant	Location	Type of Work
U17-141	AT&T	Liberty Road	Place buried cable in ROW
U17-142	Columbia Gas	Liberty Road	Relocate Gas Main
U17-143	Teleport Communications America, LLC	Green Meadows Drive	Directional Bore

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

**10**

**RESOLUTION NO. 17-1111**

**IN THE MATTER OF APPROVING PROFESSIONAL SERVICES AGREEMENT MODIFICATION NUMBER 2 FOR DEL-HOME ROAD/315:**

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

Whereas, the County Engineer recommends approval of Contract Modification Number 2 between the Delaware County Board of Commissioners and TranSystems Corporation of Ohio for DEL-HOME ROAD/315; and

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Contract Modification Number 2 between the Delaware County Board of Commissioners and TranSystems Corporation of Ohio for DEL-HOME ROAD/315;

**PROFESSIONAL SERVICES AGREEMENT  
Modification #2**

This Agreement is made and entered into this 23<sup>rd</sup> day of October, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and TranSystems Corporation of Ohio, 1105 Schrock Road, Suite 400, Columbus, Ohio 43229 (“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”:  
DEL-Home Road/SR 315
- 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:  
Professional Services Contract DEL-HOME ROAD/315, Modification #1 (Resolution No. 15-473)

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all services described in the original Scope of Services and Price Proposal, the contract shall be modified to increase said contract by an amount of \$35,394.00, which amount shall not be exceeded without subsequent modification. Therefore, the new total contract amount shall be \$701,142.00 (\$300,492.00 [Original Contract] + \$365,256.00 [Modification #1] + \$35,394.00 [Modification #2])



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- 4.3 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 Engineer  
Attn: Ryan J. Mraz

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Andrew M. Schneider (Vice President)

Address of Firm: 1105 Schrock Road, Suite 400

City, State, Zip: Columbus, Ohio 43229

Telephone: 614-433-7800

Email: waantonios@transystems.com

**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 SERVICES, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Project Manager and shall complete the Services no later than March 1, 2019.
- 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.

**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**

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- 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 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 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 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.
- 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.

**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.

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- 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 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 Services 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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Revised Code.

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

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

**11**

**RESOLUTION NO. 17-1112**

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept roads, approve recommended speed limits, establish stop conditions and release sureties for the following:

**Sanctuary at the Lakes Section 4, Part 1**

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follow:

- An extension of 0.09 mile to Township Road Number 591, Somerset Drive
- Deems Drive, to be known as Township Road Number 1658

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1658, Deems Drive, at its intersection with Township Road Number 591, Somerset Drive

The Engineer also requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC.

**Sanctuary at the Lakes Section 4, Part 2**

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

The roadway to be accepted is as follows:

- An addition of 0.10 mile to Township Road Number 1278, Lahinch Court

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio, LLC.

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

**12**

**RESOLUTION NO. 17-1113**

**IN THE MATTER OF APPROVING AN AMENDED DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR VINMAR VILLAGE SECTIONS 2 AND 3:**

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

WHEREAS, on October 23, 2017, an Amended Ditch Maintenance Petition for Vinmar Village Sections 2 and 3 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Vinmar Village Sections 2 and 3 located off of South Old 3C Highway in Genoa Township; and

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

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improvements; and

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

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

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

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

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

The value of the drainage improvements is \$684,895.95 for the benefit of the lots being created in these subdivisions. 58 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$11,808.55 per lot. An annual maintenance fee equal to 2% of this basis (\$236.17) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for the 34 lots in Vinmar Village Section 2 in the amount of \$8,029.81 was paid under the ditch maintenance petition approved under Resolution No. 16-1138; the first year’s assessment for the 24 lots in Vinmar Village Section 3 in the amount of \$5,668 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**13**

**RESOLUTION NO. 17-1114**

**IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN AND PRESENT, A SIGHT DRAFT DRAWN UNDER LETTER OF CREDIT NUMBER S405231 FOR THE ACCOUNT OF THE ROBERT WEILER COMPANY RELATIVE TO THE WILSON ROAD WIDENING PROJECT:**

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

WHEREAS, on or about July 10, 2006, the Delaware County Board of Commissioners (the “Board”) entered into a Subdivider’s Agreement with the Robert Weiler Company for the project known as “Wilson Road – Future Widening to 5 Lanes, Station 38+56.03 to 64+27.20”; and

WHEREAS, the Subdivider’s Agreement required the Robert Weiler Company to provide an irrevocable letter of credit to insure the faithful performance of the Agreement; and

WHEREAS, the Robert Weiler Company provided Letter of Credit Number S405231, the latest amendment of which expires on October 29, 2017; and

WHEREAS, the Robert Weiler Company has failed to perform properly under the terms of the Subdivider’s Agreement; and

WHEREAS, the Delaware County Engineer recommends the Board approve and present a sight draft for the full amount of the Letter of Credit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves a sight draft drawn under Letter of Credit Number S405231 for the full amount thereof and authorizes the County Administrator to sign and present said draft.

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

**14**

**RESOLUTION NO. 17-1115**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR DITCH MAINTENANCE:**

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

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**Supplemental Appropriation**

21911401-5201	Ditch Maintenance/General Supplies	5,005.00
21911401-5260	Ditch Maintenance/Inventoried Equipment	11,550.00
21911401-5301	Ditch Maintenance/Contracted Professional Services	90,000.00
21911401-5450	Ditch Maintenance/Capital Equipment	87,100.00
Vote on Motion	Mr. Merrell      Aye      Mr. Benton      Aye      Mrs. Lewis      Aye	

**15**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

-As a Kansas State alum, would like to congratulate the University of Oklahoma on their win Saturday.

**16**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-Thank you to Jamie at the front desk for the cinnamon rolls this morning. Looking forward to having one soon.

Commissioner Merrell

-Jane Hawes gave an update on the schedule viewings of the new courthouse: November 1<sup>st</sup> from 12-2 Delaware County Employees can walk thru the building; Move in day will be November 3<sup>rd</sup>; November 6<sup>th</sup> at 7:45 AM there will be a flag raising ceremony in front of the new facility; December 3<sup>rd</sup> there will be an Open House for the public to tour certain areas of the building.

Commissioner Benton

- Made introductions at the Sunbury Chamber's "Meet the Candidates" breakfast on Friday morning.
- Would like to publicly thank Representative Pat Tiberi for his service and dedication to Delaware County.
- Tomorrow morning Orange Township will be hosting a Business Appreciation breakfast
- Wednesday will be attending the 30<sup>th</sup> Anniversary of Ohashi Technica, Inc. celebration
- SourcePoint will be celebrating their 25<sup>th</sup> Anniversary this week.
- Bob Lamb has been named a panelist at the 13<sup>th</sup> Annual Economic Outlook presented by Ohio Wesleyan University.

**17**

**RESOLUTION NO. 17-1116**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:52 AM.

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

**RESOLUTION NO. 17-1117**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:27 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners