

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 12, 2018

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

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

10:00 A.M. Public Hearing For Consideration Of Amendment Applications Within The Drainage Improvement Petition For The Ruder #86 And Toot #98 Watersheds

1
RESOLUTION NO. 18-395

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 9, 2018:

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 April 9, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-396

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0411, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0411:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0411, memo transfers in batch numbers MTAPR0411 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1802786	INTEGRATED PROTECTION SERVICE	FIRE PROTECTION SERVICE	10011105-5325	\$26,305.00
R1803009	HILLS BLACKTOP INC	PARKING LOT REPAIRS - STATION 8	40111402-5410	\$39,011.00
R1803096	SUEZ TREATMENT SOLUTIONS INC	UV PARTS AND SUPPLIES - AC	66211904-5201	\$5,794.66
R1803118	GT ENVIRONMENTAL INC	SOLID WASTE TRANSFER STATION MASTER PLAN	68011916 - 5301	\$23,600.00
R1802349	SOUND COMMUNICATIONS INC	INSTALLATION TRAINING OF AUDIO VIDEO FOR JFS	22511607 - 5301	\$14,973.34

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

5
RESOLUTION NO. 18-397

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE AUDITOR OFFICE:

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

Supplemental Appropriation

10010102-5260	Weights and Measurers/Inventoried Equipment	3,000.00
10010102-5320	Weights and Measurers/Software License	24,000.00

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

6

RESOLUTION NO. 18-398

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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;

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint current members of the board of trustees of the Evans Farm New Community Authority;

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 reappointment 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	Seiji Kille	June 21, 2020
Citizen Member	Pat Blayne	June 21, 2020

Section 2. The appointments approved herein shall take effect on June 22, 2018.

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 Mr. Benton Aye Mrs. Lewis Aye

7

RESOLUTION NO. 18-399

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GUIDE STUDIO, INC. FOR A DELAWARE COUNTY CAMPUS SIGN PLAN:

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

**SERVICES AGREEMENT
Delaware County Campus Sign Plan**

This Agreement is made and entered into this 12th day of April, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Guide Studio, Inc., 13110 Shaker Square, Suite 101, Cleveland, Ohio 44120 (“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”:
Delaware County Campus Sign Plan

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- 1.2 Services shall be rendered by the Contractor in accordance with the following documents attached hereto and, by this reference, fully incorporated into this Agreement:
Quote No. 2042 and Proposed Project Schedule (both dated March 1, 2018)

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (“Project Manager”) 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, and suspension of the Services performed under this Agreement, provided however authority to approve increases in compensation and termination of Services shall be reserved to the Delaware County Administrator.

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 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.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Quote noted in Section 1.2.
- 4.2 Total compensation under this Agreement shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500) without subsequent modification.
- 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 Quote.

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: Jane Hawes, Communications Manager Delaware County Board of Commissioners

Address: 101 N. Sandusky St., Delaware, OH 43015

Telephone: (740) 833-2109

Email: jhawes@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Guide Studio, Inc.

Address of Firm: 13110 Shaker Square, Suite 101

City, State, Zip: Cleveland, Ohio 44120

Telephone: 216-921-0750

Email: cthy@guidestudio.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor’s Quote.
- 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.

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7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the work in accordance with the Quote and the Project Schedule.

7.2 Contractor 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 Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that Contractor is then in compliance with all other terms of the Agreement.

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 Contractor shall immediately suspend or terminate Services, as ordered by the County.

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 this Agreement, 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.

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 project 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 To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any 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, including the use or possession of the same by the County both during and after the performance of the Agreement and/or providing the Services.

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 \$300,000 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 13.1 and 13.2. 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.

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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.**
- 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 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 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 work 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 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.

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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 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.

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.

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

**8
RESOLUTION NO. 18-400**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ADMINISTRATIVE SERVICE:

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

Supplemental Appropriation
61311923-5370 Self Insured Workers Comp/Insurance Claims 80,000.00

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

**9
RESOLUTION NO. 18-401**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, TRANSFER OF APPROPRIATION AND TRANSFER OF FUNDS:

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

Supplemental Appropriation
10011102-5801 Commissioner General/Miscellaneous Cash Transfer 560,350.00

Transfer of Appropriation
From **To**
29031318-5380 29031318-5450 6,500.00
Concealed Handgun/Other Services Concealed Handgun/Capital Equipment

Transfer of Funds
From **To**
10011102-5801 50111117-4601 785,000.00
Commissioner General/Miscellaneous Cash Transfer Bond Retirement Debt Service/Interfund Revenue

10011102-5801 42011438-4601 560,350.00
Commissioner General/Miscellaneous Cash Transfer Capital Improvement Reserve/Interfund Revenue

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

**10
JENNA JACKSON, ECONOMIC DEVELOPMENT DEPARTMENT
DISCUSSION, DELAWARE COUNTY COUNTYWIDE TRAIL PLAN**

**April 12, 2018
For Consideration For Other Business**

RESOLUTION NO. 18-402

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A TENANT ESTOPPEL CERTIFICATE IN REGARD TO THE LEASE FOR DCEMS STATION 7:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following:

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WHEREAS, on March 21, 2011, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 11-289, approving the lease agreement between the Board and RRH, Ltd., for 7177-A Northgate Way, Westerville, Ohio for DCEMS Station 7 (the "Lease"); and

WHEREAS, pursuant to Section 33 of the Lease, the Board agrees to execute, acknowledge, and deliver an estoppel certificate; and

WHEREAS, the Lessor has requested the Board provide an estoppel certificate in connection with a proposed purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute, the following Tenant Estoppel Certificate:

TENANT ESTOPPEL CERTIFICATE

LANDLORD: RRH, LTD
1219 SW 8th Ct.
Cape Coral, FL 33991

TENANT: Board of County Commissioners
Delaware County, Ohio
101 North Sandusky Street
Delaware, OH 43015

LENDER: Heartland Bank
44 W. Locust St.
Newark, OH 43055

DATE: April 4, 2018

The undersigned Tenant under the Lease (defined below) hereby certifies to Danforth-Ellis Commercial Properties, LLC, together with its successors, assigns and mortgagees (the "Purchaser"), and Heartland Bank, together with its successor and assigns ("Lender"), in connection with that certain proposed purchase by Purchaser of that certain real property having street addresses of 7177, 7207 and 7233 Northgate Way, Westerville, Ohio 43082 and of which Tenant's leased space at 7177-A Northgate Way, Suite A (the "Leased Premises") is a part, as follows below:

1. A true, complete, and correct copy of the Lease is attached hereto as Exhibit "A" (the "Lease"). The Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and its assignees, and the Tenant with respect to the Premises.

2. The term of the Lease commenced on March 21st, 2011 and shall expire on March 21, 2021, unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the term of the Lease, except as follows: 2 additional terms of 5 years each.

3. As of the date hereof, Tenant is occupying the Leased Premises and is paying rent on a current basis under the Lease.

(a) The monthly minimum, fixed or base rent ("Minimum Rent") currently being paid by Tenant for the Leased Premises pursuant to the terms of the Lease is \$4,000 per month and has been paid through June 30th, 2018.

(b) Tenant currently pays to Landlord \$916.67/per month for charges other than Minimum Rent, including common area, pass through operating expenses and/or property taxes, based on 4,000 square feet of Leased Premises (the "Reimbursables").

4. Tenant has not received notice of violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises and no hazardous wastes or toxic substances, as defined by applicable federal, state or local statutes, rules or regulations have been disposed, stored or treated on or about the Leased Premises by Tenant.

5. To the best of Tenant's knowledge, no default or event that with the passage of time or notice would constitute a default (hereinafter collectively a "Default") on the part of Tenant exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Tenant.

6. To the best of Tenant's knowledge, no Default on the part of Landlord exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Landlord.

7. Tenant has no option or right to purchase all or any part of the Leased Premises.

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8. Tenant has not assigned, sublet, transferred or otherwise disposed of its interest in the Lease and/or the Leased Premises, or any part thereof.

9. Neither the Lease nor any obligations of Tenant thereunder have been guaranteed by any person or entity.

10. No rentals are accrued and unpaid under the Lease. No prepayments of rentals due under the Lease have been made for more than one month in advance. No security or similar deposit has been made under the Lease, except for the sum of \$4,000 which has been deposited by Tenant with Landlord pursuant to the terms of the Lease.

11. No "free rent" or other rent concessions or adjustments exist to which Tenant is entitled under the remaining term of the Lease

12. Tenant's street address (not a P.O. Box) for notice purposes is: 101 N. Sandusky Street, Delaware, Ohio 43015.

13. The undersigned is authorized to execute this Tenant Estoppel Certificate on behalf of Tenant.

14. To the extent more than one signature is required herein, this Tenant Estoppel Certificate may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. This Tenant Estoppel Certificate may be executed in telecopy (facsimile) and electronic (e-mail) copies and facsimile and electronic signatures shall constitute an original and be binding on the parties hereto.

15. Landlord and Purchaser shall have the right to rely on this Tenant Estoppel Certificate.

EXECUTED this ____ day of _____, 2018.

TENANT:
Board of County Commissioners
Delaware County, Ohio

By: Gary Merrell, President Pursuant to Resolution No. 18-

EXHIBIT A LEASE [see attached]

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

12
ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Will be meeting with Tom Homan next week to follow up on some of the joint meeting agenda items.

13
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Will be attending the MORPC meeting this afternoon.
-Will be at the CEBCO meeting tomorrow morning from 10-12:00.
-Sports update

Commissioner Lewis
-Will be attending an EMA meeting this afternoon.

Commissioner Merrell
-Will be attending the MORPC meeting this afternoon.

11
RESOLUTION NO. 18-403

**10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF AMENDMENT APPLICATIONS
WITHIN THE DRAINAGE IMPROVEMENT PETITION FOR THE RUDER #86 AND TOOT #98:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing.

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

11 continued
RESOLUTION NO. 18-404

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE
3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT**

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PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

11 continued

RESOLUTION NO. 18-405

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF AMENDMENT APPLICATIONS WITHIN THE DRAINAGE IMPROVEMENT PETITION FOR THE RUDER #86 AND TOOT #98 WATERSHEDS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing.

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

11 continued

“BALDINGER APPLICATION”

RESOLUTION NO. 18-406

IN THE MATTER OF APPROVING THE APPLICATION AMENDMENT, FILED BY DAVID AND BRENDA BALDINGER, REQUESTING THAT THE RUDER EAST PORTION OF THE PROJECT BE EVALUATED AS AN INDEPENDENT PROJECT, SEPARATED FROM THE LARGER, ORIGINAL PROJECT FOR THE RUDER #86 AND TOOT #98 WATERSHEDS:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, on February 3, 2006, a Drainage Improvement Petition, for the Ruder #86 and Toot #98 Watersheds, was filed with the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, to date, no plans, reports, and schedules for the Ruder #86 and Toot #98 Watersheds Drainage Improvement Petition Project have been filed with the Board by the Delaware County Engineer; and

WHEREAS, on December 13, 2017 David and Brenda Baldinger filed an amendment application requesting that the Ruder East portion of the project be evaluated as an independent project, separated from the larger, original project (“Baldinger Application”); and

WHEREAS, applications for amendments of drainage petitions are allowed, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, the Board on April 9, 2018, conducted a view of the “Baldinger Application” application amendment; and

WHEREAS, the Board on April 12, 2018, held a public hearing on the “Baldinger Application” application amendment; and

WHEREAS, after hearing testimony from property owners and recommendations from the Delaware County Engineer and the Delaware Soil and Water Conservation District regarding the impact the application would have on the project as currently petitioned, the Board is prepared to address the application amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Board hereby approves the “Baldinger Application” application amendment.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder East “Baldinger Application” Drainage Improvement Project. The Board hereby fixes April 12, 2019 as the date for filing of the engineer’s reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper

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notification given to property owners in the affected watershed.

Section 4. The Board hereby approves establishing a new organization key for The Ruder East “Baldinger Application” Drainage Improvement Project 40311465.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

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**“STEEN APPLICATION”
RESOLUTION NO. 18-407**

IN THE MATTER OF APPROVING THE APPLICATION AMENDMENT, FILED BY JEFF AND MARGARET STEEN, REQUESTING THAT THE RUDER WEST PORTION OF THE PROJECT BE HEARD SEPARATELY FROM THE REMAINDER OF THE RUDER #86 AND TOOT #98 WATERSHEDS PROJECT:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, on February 3, 2006, a Drainage Improvement Petition, for the Ruder #86 and Toot #98 Watersheds, was filed with the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, to date, no plans, reports, and schedules for the Ruder #86 and Toot #98 Watersheds Drainage Improvement Petition Project have been filed with the Board by the Delaware County Engineer; and

WHEREAS, on December 20, 2017 Jeff and Margaret Steen filed an amendment application requesting that the Ruder West portion of the project be heard separately from the remainder of the project due to the outlet being separate from the other outlets (“Steen Application”); and

WHEREAS, applications for amendments of drainage petitions are allowed, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, the Board on April 9, 2018, conducted a view of the “Steen Application” application amendment; and

WHEREAS, the Board on April 12, 2018, held a public hearing on the “Steen Application” application amendment; and

WHEREAS, after hearing testimony from property owners and recommendations from the Delaware County Engineer and the Delaware Soil and Water Conservation District regarding the impact the application would have on the project as currently petitioned, the Board is prepared to address the application amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Board hereby approves the “Steen Application” application amendment.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder West “Steen Application” Drainage Improvement Project. The Board hereby fixes April 12, 2019 as the date for filing of the engineer’s reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. The Board hereby approves establishing a new organization key for The Ruder West “Steen Application” Drainage Improvement Project 40311466.

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Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

**14
RESOLUTION NO. 18-408**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; to consider the sale of property at competitive bidding; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 18-408a

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

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

OTHER BUSINESS:

RESOLUTION NO. 18-409

IN THE MATTER OF REJECTING THE FINDINGS AND RECOMMENDATIONS OF FACT-FINDER CHRISTOPHER E. MILES ISSUED ON APRIL 11, 2018 IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS (911 CENTER) AND THE OHIO PATROLMAN’S BENEVOLENT ASSOCIATION (TELECOMMUNICATIONS OPERATORS), STATE EMPLOYMENT RELATIONS BOARD CASE 2017-MED-10-1280:

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

Whereas, the Delaware County Board of Commissioners (911 Center) bargaining unit negotiations were referred to a fact-finder; and

Whereas, the Findings and Recommendations of Fact-Finder Christopher Miles was issued on April 11, 2018;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby rejects the fact-finder report.

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners