

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 2018**

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

**Present:**  
**Barb Lewis, Vice President**  
**Jeff Benton, Commissioner**

**Absent:**  
**Gary Merrell, President**

**10:00 A.M. Public Hearing For Consideration Of The Kingston Township #2017-1 Drainage Improvement Petition**

**1**  
**RESOLUTION NO. 18-169**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 15, 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 February 15, 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              Absent      Mrs. Lewis              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

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

**4**  
**RESOLUTION NO. 18-170**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0221 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0221:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0221, Procurement Card Payments in batch number PCAPR0221 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>	<b>Line</b>
R1801888	VILLAGE NETWORK,THE	RESIDENTIAL CENTER 4 /1/2018 -3/ 31/19	22511607 - 5342	\$155,000.00	0001
R1802238	CSX TRANSPORTATION	SAWMILL SEWER CONSTRUCTION	66711908 - 5415	\$ 15,000.00	0001
R1802276	PCSAO ACCTS REC	2018 MEMBERSHIP DUES	22411605 - 5308	\$ 5,844.44	0001
R1802276	PCSAO ACCTS REC	STAFF TRAINING CONFERENCES	22411605 - 5305	\$ 1,300.00	0002

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

**5**  
**RESOLUTION NO. 18-171**

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

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

The Economic Development Department is requesting that Bob Lamb attend an OCMA and ICMA Conference in

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Columbus, Ohio from March 7-9, 2018 at the cost of \$381.60.

The Emergency Medical Services Department is requesting that Eric Burgess attend an EMS on the Hill in Washington, D.C. from April 10-12, 2018 at the cost of \$654.96 (fund number 10011303).

The Emergency Medical Services Department is requesting that Captain Joe Farmer, Lt. Jen Ransom and Paramedic Kali Stewart attend an ECC Educational Conference in Chicago, Ill from March 14-16, 2018 at the cost of \$1500.0 (fund number 10011303).

The Records Center is requesting that Christine Shaw attend an Electronic Records Presentation/ARMA meeting in Columbus, Ohio on March 15, 2018 at the cost of \$45.80.

The Commissioners’ office is requesting that ten county employees or representatives attend the 2018 MORPC State of the Region in Columbus, Ohio on April 19, 2018 at the cost of \$850.00.

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

**6  
RESOLUTION NO. 18-172**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF JANUARY 2018:**

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

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

WHEREAS, the Delaware County Sheriff has submitted a monthly report for January 2018;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of January 2018.

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

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

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

**7  
RESOLUTION NO. 18-173**

**SETTING DATE AND TIME FOR VIEWING AND 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 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, 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

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Ohio Revised Code;

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

Section 1. **Monday April 9, 2018 at 1:30P.M.** starting in the vicinity of 2560 Clark Shaw Road Powell Ohio 43065, and followed by a stop in the vicinity of 3222 Clark Shaw Road Powell Ohio 43065, be and the same is hereby fixed as the time and place for the view thereon of the “Baldinger Application” and “Steen Application.”

Section 2. **Thursday April 12, 2018 at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the hearing on the “Baldinger Application” and “Steen Application.”

Section 3. That notice of said view and hearing be given, as required by law.

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

**9**  
**RESOLUTION NO. 18-174**

**IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

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

That the Delaware County Board of Commissioners hereby authorizes the use of the Historic Courthouse front lawn and steps by the Vietnam Veterans of America Chapter 1095 for a Vietnam Veterans Day Ceremony on March 24, 2018, at 12 noon with more than thirty participants.

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

**10**  
**RESOLUTION NO. 18-175**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC., THE DELAWARE COUNTY SHERIFF'S OFFICE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of the First Amendment to the agreement with MT Technologies, Inc.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the First Amendment to the agreement with MT Technologies, Inc..

**First Amendment to the Contract between Delaware County and MT Business Technologies, Inc.**

The Parties mutually agree to renew the contract providing interpretation and translation services approved by Resolution #16-1277 on December 15, 2016.

Amended Terms:

The Parties amend the price under the original contract as follows: On the Ricoh c2504 monthly payments will be \$459.00, which included 4,400 black and white copies and 3,200 color copies. Copies in excess of those amounts shall be charges as follows: back and white copies at \$0.01 per page and color copies at \$.069 per page.

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On the Ricoh 2353 spf monthly payments will be \$205.00, which included 1,500 black and white copies. Copies in excess of those amounts shall be charges as follows: back and white copies at \$0.017 per page.

On the Ricoh C3003 spf monthly payments will be \$537.00, which included 4,000 black and white copies and 3,000 color copies. Copies in excess of those amounts shall be charges as follows: back and white copies at \$0.01 per page and color copies at \$.059 per page.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended.

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

**11  
RESOLUTION NO. 18-176**

**IN THE MATTER OF APPROVING A LEASE AMENDMENT FOR SECURE STORAGE FACILITIES:**

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

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff and Staff recommend approval of the lease amendment for such facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves such lease amendment for secure storage facilities for terms commencing January 1, 2018 and ending January 1, 2019, for the total cost of \$35,400.

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

**12  
RESOLUTION NO. 18-177**

**IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INTERACTION INSIGHT GLR CORPORATION, DBA STEPHEN CAMPBELL & ASSOCIATES, FOR THE MAINTENANCE OF SOFTWARE AND EQUIPMENT:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the agreement with Interaction Insight GLR Corporation, DBA Stephen Campbell & Associates, For The Maintenance Of Software And Equipment;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Interaction Insight GLR Corporation, DBA Stephen Campbell & Associates, For the Maintenance of Software and Equipment:

**GENERAL CONTRACT FOR SERVICES**

This Contract for Services ("Contract") is entered into this 22<sup>nd</sup> day of February, 2018 by and between the Delaware County Sheriff's Office ("SO"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Interaction Insight GLR Corporation DBA Stephen Campbell & Associates ("Stephen Campbell and Associates") whose principal place of business is located at 4807 Rockside Road Suite 400, Independence, OH 44131. (Individually "Party," collectively "Parties").

1. Description of Services.  
The purpose of this Contract is to state the professional services Stephen Campbell and Associates shall provide, which are as follows:

Stephen Campbell and Associates will maintain the equipment covered, as indicated in this Agreement, in efficient operating condition on a year-to-year basis, provided that this equipment is placed under this Agreement within one year from date of original purchase and the Agreement is continued in force without lapse, and is non-transferable.

Equipment placed under this Guaranteed Maintenance Service (GMS) Agreement more than one year after date of original sale is subject to inspection by Stephen Campbell & Associates or its authorized service dealer representative, to determine that the equipment is in good operating condition. If the equipment is not in such condition, the County will be charged a separate charge for any necessary overhauling or rebuilding of such equipment.

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All parts necessary as replacement parts will be furnished without charge with the exception of media, connectors, cables, or special accessories. The GMS Agreement excludes fire, theft, water damage, accidents, abuse, power line fluctuations, acts of God, or repairs by unauthorized personnel, or any other cause not due to fault of manufacturer or Stephen Campbell & Associates.

Guaranteed Maintenance Service coverage includes: All parts, labor charges, travel charges, and necessary shop repairs. It does not include moves, adds, and changes.

Response time for emergency conditions will be within twenty-four (24) hours from the time that the authorized service agent receives the call. Emergencies are defined as the inability to record incoming calls. Non-emergency response time may extend to the next business day--8:00 a.m. to 5:00 p.m.

Stephen Campbell & Associates' s responsibility with respect to the GMS Agreement is limited to the manufacturer' s equipment covered and does not cover the telephone company's trunks and circuits, or any outside manufacturers.

Delaware County agrees to allow employees of Stephen Campbell & Associates and representatives of Stephen Campbell & Associates reasonable access, as needed, to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any maintenance or service work performed on the equipment by anyone other than an authorized agent of Stephen Campbell & Associates during the period of this Agreement without consent of Stephen Campbell & Associates shall render this Agreement null and void.

2. Compensation, Contract Maximum, and Term.

In exchange for the Services, SO shall pay Stephen Campbell & Associates three thousand and six hundred Dollars and No Cents (\$3,600.00) for the term of this Contract. It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of three thousand and six hundred Dollars and No Cents (\$3,600.00).

3. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. Stephen Campbell & Associates shall not charge the SO any tax and agrees to be responsible for all tax liability that accrues to Stephen Campbell & Associates as a result of this Contract and the Services that Stephen Campbell & Associates provides to the SO pursuant to this Contract. SO shall, upon request, provide Stephen Campbell & Associates with proof of exemption.

4. Term.

The term of this Contract shall become effective on July 1, 2017 and be inclusive as of date signed by Stephen Campbell & Associates and continue through June 30, 2018, unless otherwise terminated as provided in this Contract.

5. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

6. Confidentiality.

Stephen Campbell & Associates, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Stephen Campbell & Associates, or divulge, disclose, or communicate in any manner, any information that is proprietary to SO or that is confidential pursuant to law. Stephen Campbell & Associates and its employees, agents, and representatives will protect such information and treat it as strictly confidential.

This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Stephen Campbell & Associates will return to SO all records, notes, documentation and other items that were used, created using SO materials, or controlled by Stephen Campbell & Associates during the term of this Contract. Notwithstanding the foregoing, such materials will not include any work of authorship which was fixed in a tangible medium of expression by Stephen Campbell & Associates prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by Stephen Campbell & Associates prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

7. Termination.

This Contract may be terminated as follows:

Termination for the Convenience:

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30)

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days written notice to the other Parties.

**Waiver:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If any of the Parties fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Stephen Campbell & Associates shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, Stephen Campbell & Associates shall have no cause of action against SO, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will SO, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by Stephen Campbell & Associates.

**8. Entire Agreement.**

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**9. Severability**

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**10. Governing Law.**

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

**11. Notice.**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

**12. Assignment and Subcontracting.**

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. Stephen Campbell & Associates may not subcontract any portion of this Contract.

**13. Access to Records.**

At any time, during regular business hours, with reasonable notice, and as often as SO or other agency or individual authorized by SO may deem necessary, Stephen Campbell & Associates shall make available to SO and/or individual authorized by SO all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. SO and/or individual authorized by SO shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. Stephen Campbell & Associates acknowledges that Ohio's Public Records laws apply to this agreement and agrees not to assert any claim that would interfere with SO complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by Stephen Campbell & Associates prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by Stephen Campbell & Associates prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

**14. Retention of Records.**

Stephen Campbell & Associates shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

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15. Campaign Finance - Compliance with RC § 3517.13.

Ohio Revised Code Section 3517.13 1(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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Stephen Campbell & Associates 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 SO from entering, proceeding with, and/ or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

16. Certification for Findings for Recovery.

By signature of its representative below, Stephen Campbell & Associates hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State

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Timothy J. Feldmann  
Managing Director

17. Indemnification

Stephen Campbell & Associates shall provide indemnification as follows:

To the fullest extent of the law and without limitation, Stephen Campbell & Associates agrees to and shall indemnify and hold free and harmless SO and Delaware County, Ohio ("County"), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Stephen Campbell & Associates' s or any subcontractor's performance of this Contract or the actions, inactions, or omissions of Stephen Campbell & Associates or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of Stephen Campbell & Associates' s or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties".) Stephen Campbell & Associates agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Stephen Campbell & Associates shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Stephen Campbell & Associates further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Stephen Campbell & Associates shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Stephen Campbell & Associates shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

18. Insurance.

Stephen Campbell & Associates shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, Stephen Campbell & Associates shall present to SO current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which Stephen Campbell & Associates may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/ or otherwise for SO and/or the Board with coverage in an

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amount equal to that required by law and covering all sums which Stephen Campbell & Associates may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

SO shall be named as "Additional Insured" on the policies listed in paragraphs A and B above.

Stephen Campbell & Associates shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Board of Commissioners ("Board") before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, SO and the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

19. Worker's Compensation Insurance.

Stephen Campbell & Associates shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Stephen Campbell & Associates shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the SO or Board may request proof of such insurance or of Stephen Campbell & Associates' s exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

20. Independent Contractor.

Stephen Campbell & Associates agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Stephen Campbell & Associates assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

Stephen Campbell & Associates and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of SO or Delaware County.

21. Independent Contractor Acknowledgement/No Contribution to OPERS.

SO and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified STEPHEN CAMPBELL & ASSOCIATES as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Stephen Campbell & Associates and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. Stephen Campbell & Associates acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Stephen Campbell & Associates is an individual or has less than five (5) employees, Stephen Campbell & Associates in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. The SO shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Stephen Campbell & Associates has five (5) or more employees, Stephen Campbell & Associates by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_



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Timothy J. Feldmann  
Managing Director

22. Non-discrimination.  
Stephen Campbell & Associates certifies and agrees as follows:

Stephen Campbell & Associates, all subcontractors, and/or any person acting on behalf of Stephen Campbell & Associates or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

Stephen Campbell & Associates, all subcontractors, and/or any person acting on behalf of Stephen Campbell & Associates or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

23. Accessibility.  
Stephen Campbell & Associates certifies and agrees as follows:

Stephen Campbell & Associates, all subcontractors, and/or any person acting on behalf of Stephen Campbell & Associates or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/ handicapped.

Stephen Campbell & Associates, all subcontractors, and/or any person acting on behalf of Stephen Campbell & Associates or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

24. Headings.  
The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

25. Certification Regarding Personal Property Taxes.  
By signature of its representative below, Stephen Campbell & Associates hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

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Timothy J. Feldmann  
Managing Director

26. No Exclusivity.  
Stephen Campbell & Associates shall not be the exclusive provider of the Services. SO and Board, in their sole discretion, may utilize other contractors to perform/ provide the same or similar Services.

27. Drug Free Environment.  
Stephen Campbell & Associates 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. Stephen Campbell & Associates 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 in any way.

28. County Policies.  
While performing under this contract, Stephen Campbell & Associates shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Usage Policy, Social Media Policy, and Internet Use Policy. Copies of such policies can be found at <http://www.co.delaware.oh.us/index.php/policies>.

29. Statement Regarding Conflicts of Interest.  
The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

30. Force Majeure  
The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Contract is terminated as provided herein.

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31. No Competitive Bidding  
Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid.

32. Drafting, Counterparts, and Signatures.  
This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/ she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract

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

**14**  
**RESOLUTION NO. 18-178**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH STATUS, CONTROL AND INTEGRATION, INC. FOR ELECTRONIC INTEGRATION SERVICES FOR THE REGIONAL SEWER DISTRICT:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Status, Control and Integration, Inc. to perform electronic integration services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Status, Control and Integration, Inc.:

**DIVISION OF ENVIRONMENTAL SERVICES**  
**REGIONAL SEWER DISTRICT**  
**SERVICES AGREEMENT**

This Agreement is made and entered into this 22nd day of February, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Status, Control and Integration, Inc., 8555 McCann Rd., Kensington, Ohio 44427 (“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”:  
***Regional Sewer District Service Contract for Electronic Integration***
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are described in and shall be rendered by the Contractor in accordance with Exhibit A, attached hereto and, by this reference, fully incorporated herein.

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT 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 Exhibit A and as follows:
- 4.2 For all Services described in Exhibit A, except “If Authorized” tasks, the total fees shall be \$50,000.00.

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- 4.3 For all services identified in *Exhibit A* as "If Authorized" tasks, the fee for each authorized task shall be as set forth in *Exhibit A*. "If Authorized" tasks shall only be performed upon mutual written modification of this Agreement and written Notice from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$50,000.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

County:

Name: Mark Chandler

Address: 7767 Walker Woods Blvd. Lewis Center, Oh 43035

Telephone: 740-549-1906

Email: mchandler@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Kent Salmen

Address of Firm: 8555 McCann Road

City, State, Zip: Kensington, Ohio 44427

Telephone: 330-223-7022

Email: kentnova@eohio.net

**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 Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 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 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.

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- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

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

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT**

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 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.

**12 INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

- 13.1 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.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 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.
- 13.4 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.
- 13.5 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.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 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.

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- 14.2 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.**
- 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: Contractor 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 Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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Revised Code.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

**15**

**RESOLUTION NO. 18-179**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE PARK AT SELDOM SEEN PHASE 1:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for The Park at Seldom Seen Phase 1 for submittal to the Ohio EPA for their approval.

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

**RESOLUTION NO. 18-180**

**IN THE MATTER OF SETTING DATE AND TIME FOR THE CONTINUATION OF THE PUBLIC HEARING FOR CONSIDERATION OF THE KINGSTON TOWNSHIP #2017-1 DRAINAGE IMPROVEMENT PETITION:**

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

That Thursday March 8, 2018 at 10:00A.M. at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the continuation of the hearing on the Kingston Township #2017-1 Drainage Improvement petition.

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

**17**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Will be meeting with the Olentangy Schools Superintendent tomorrow along with Bob Lamb, Rob Riley, and Chris Bauserman to discuss road projects, redistricting and incentives that county offers.

**18**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Will be attending the Mainstreet Delaware lunch today
- Tomorrow will be attending an Economic Development incentive program
- The Economic Development department has mailed out a resource guide & questionnaire for business retention.
- The joint meeting with Delaware City Council was productive. Would like to complement their council and staff.
- The new building at the fairgrounds will not be open by fair time this year.
- DKMM has set up a hazardous waste and paint collection day at the fairgrounds on October 13<sup>th</sup>.

Commissioner Lewis

-Attended a public safety committee meeting for CCAO where our 911 Director, Patrick Brandt was a panelist.

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