

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 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

1
RESOLUTION NO. 18-1005

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 13, 2018 AND SPECIAL MEETINGS HELD SEPTEMBER 5 AND SEPTEMBER 14, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 13, 2018 and Special Meetings Held September 5 and September 14, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-1006

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 34th LITTLE BROWN JUG 2018 JOSEPH NEVILLE AWARD WINNERS:

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

2018 Joseph Neville Award Recipients Bill Cawley and Gary King

WHEREAS, Little Brown Jug Joseph Neville Award recipients are chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, this year's Joseph Neville Awards are awarded posthumously to Bill Cawley and Gary King; and

WHEREAS, William "Bill" Cawley, for more than 20 years, worked in the Log Cabin and was an active supporter of the Delaware County Fair and the Little Brown Jug; and

WHEREAS, Gary King, a lifelong horseman and active 4-H Club supporter, was best known to Fair attendees as the "Stall Man" and, along with his wife Debbie, announced the All Horse Parade from the Liberty Street location; and

WHEREAS, many of the more than 204,500 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds Bill Cawley and Gary King for their exemplary careers in the field of horse racing with the presentation of this proclamation.

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

5
RESOLUTION NO. 18-1007

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 34th LITTLE BROWN JUG WALL OF FAME RECIPIENT:

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

Wall of Fame Honoree Ron Pierce

WHEREAS, a Little Brown Jug Wall of Fame recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, four-time Little Brown Jug champion driver Ron Pierce has been selected as the 34th Little Brown Jug Wall of Fame Honoree by the Delaware County Fair; and

WHEREAS, Pierce scored back-to-back Jug wins in 1998 and 1999 with Shady Character and the Triple Crown winning Blissfull Hall. He returned to the Jug winner’s circle in 2004 with Timesareachanging and in 2009 with Well Said; and

WHEREAS, Pierce, a native of California, owns an impressive Universal Drivers Rating of .417 in 49 Little Brown Jug starts, and ranks second in Jug earnings with \$1.7 million; and

WHEREAS, of Pierce’s 42 career wins at the Delaware County Fair, 34 of them came in stakes competition, including 13 in the Little Brown Jug and nine in the Standardbreds; and

WHEREAS, Pierce retired from racing with 9,570 career wins, \$215 million in earnings, and was enshrined into the Harness Racing Hall of Fame in Goshen, N.Y., in 2005.

WHEREAS, many of the more than 204,500 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds Ron Pierce for his exemplary career in the field of horse racing with the presentation of this proclamation.

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

6
**JUVENILE/PROBATE COURT JUDGE DAVID HEJMANOWSKI
RECORDER MELISSA JORDAN
COUNTY CLERK OF COURTS NATALIE FRAVEL
PRESENTATION “GOOD DEEDS OUTREACH”**

7
RESOLUTION NO. 18-1008

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0914:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0914 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Air Force One	Water Rec. HVAC	66211903-5328	\$ 5,600.00
Core and Main	Water Rec. check Valve Install	66211904-5260	\$ 3,674.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1804882	MEACHAM & APEL ARCHITECTS INC	PHASE 1 RENOVATIONS - NORTH CAMPUS	42011438 - 5410	\$193,600.00

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

8
RESOLUTION NO. 18-1009

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Communications Department is requesting that Jason Hutchisson and Jeanette Adair attend The Public Safety Group- 911 Hacked and Attacked and Where’s That class in Dublin, Ohio on October 26, 2018 at the cost of \$438.00 (fund number 21411306).

The Emergency Communications Department is requesting that Tricia McMunn and Jen Keck attend The

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Public Safety Group – Customer Service class in Dublin, Ohio on October 24, 2018 at the cost of \$438.00 (fund number 21411306).

The Emergency Communications Department is requesting that Kaylyn Heading attend The Public Safety Group- Cultural Diversity Ripped from the Headlines class in Dublin, Ohio on October 25, 2018 at the cost of \$219.00 (fund number 21411306).

The Auditor’s Office is requesting that Kelly Tenant, Tony Frissora and Roxanne Turney attend an Appraisal and Real Estate Conference, Classes and Workshop in Minneapolis, MN from September 23-26, 2018 at the cost of \$7970.00 (fund number 20110105).

The Facilities Department is requesting that David Ferguson attend the 2018 Farm Science Review in London, Ohio September 19, 2018, at the cost of \$7.00. (fund number 10011105)

The Emergency Medical Services department is requesting Lieutenant Jessica Murray attend an Ohio Assist Post Critical Incident Seminar in Dublin, Ohio from October 15-17, 2018 at no cost.

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

**9
RESOLUTION NO. 18-1010**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF AUGUST 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 August 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 August 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 Aye Mr. Benton Aye Mrs. Lewis Aye

**10
RESOLUTION NO. 18-1011**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U18-125	Spectrum	Duncan Run Road	Place buried cable in ROW
U18-126	AEP	Bale Kenyon Road	Replace poles
U18-127	AEP	Orange Road	Replace poles

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

**11
RESOLUTION NO. 18-1012**

IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON MONDAY SEPTEMBER 24, 2018 AT 11:00A.M. TO FORM A JOINT BOARD WITH THE LICKING COUNTY BOARD OF

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COMMISSIONERS TO ADDRESS THE GORSUCH JOINT COUNTY #588 DRAINAGE PETITION PROJECT FILED BY THE HARLEM TOWNSHIP BOARD OF TRUSTEES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to schedule a Special Session on Monday September 24, 2018 at 11:00A.M., at 101 North Sandusky Street, Delaware, Ohio 43015, to form a Joint Board with the Licking County Board of Commissioners to address the Gorsuch Joint County #588 Drainage Petition Project filed by The Harlem Township Board of Trustees.

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

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RESOLUTION NO. 18-1013

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH HACH COMPANY TO PROVIDE WATER INFORMATION MANAGEMENT SOLUTION (WIMS) SOFTWARE LICENSES, INSTALLATION, TRAINING AND SUPPORT FOR THE MONITORING OF SCADA INFORMATION AT THE ALUM CREEK WATER RECLAMATION FACILITY, OLENTANGY ENVIRONMENTAL CONTROL CENTER AND THE LOWER SCIOTO WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Hach Company to provide WIMS software licenses, installation, training and support for the monitoring of SCADA information at the Alum Creek Water Reclamation Facility, Olentangy Environmental Control Center, and the Lower Scioto Water Reclamation Facility;

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

**HACH COMPANY’S LICENSE AND TERMS AND CONDITIONS OF SERVICES
FOR HACH’S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMS™)**

ACCEPTANCE: These Terms and Conditions are contained in Hach Company’s (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach’s offer and not a counteroffer and shall create a binding license and service agreement (“Agreement”) in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer’s issuance of a purchase order document against Hach’s offer; (ii) acknowledgement of Customer’s order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer’s order. Hach’s commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer’s order only, and shall not constitute Hach’s assent to any terms and conditions submitted by Customer. Provisions contained in Customer’s purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer’s submission of a purchase order to Hach or Hach’s commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer’s purchase order.

COMPLETE AGREEMENT: All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

TERM: SUBSCRIPTION SERVICE ONLY:

INITIAL TERM: Two (2) years

RENEWAL TERM(S): If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to support@hach.com. If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach’s then-current rates and charges for monthly Subscription Service.

PRICES: Hach’s prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach’s current pricing, except for the price of Total Startup (one-time) Charges contained in Hach’s quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices:

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(a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

PAYMENT AND CREDIT:

SUBSCRIPTION PACKAGE:

PAYMENT AND PRICING: Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years.

Cancellations become effective on the last day of the month in which notice is given.

SETUP SERVICE: Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.

EFFECT OF TERMINATION: Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due

OTHER PACKAGES: Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

TAXES: Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

CANCELLATION: Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

DELAY: Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

INSPECTION: Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

SOFTWARE LICENSE, USE AND RESTRICTIONS:

LICENSE. Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

RESTRICTIONS. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to

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extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

AUDIT. Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

OWNERSHIP AND PROPRIETARY RIGHTS: "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

INTERRUPTION OF SERVICES: Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

CUSTOMER DATA: In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as

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confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:

SERVICES: Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

SOFTWARE: Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

WARRANTY DISCLAIMERS: EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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SURVIVAL: THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CUSTOMER REPRESENTATIONS: Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance.

LIMITATIONS ON USAGE: The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder.

INDEPENDENT RELATIONSHIP: As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

ASSIGNMENT: Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

NOTICE: Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

COMPLIANCE WITH LAWS: Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject.

Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer

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shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach’s decision to exercise its rights under this provision.

APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Ohio, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in a court of competent jurisdiction in the Delaware County, Ohio - U.S.A.

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

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

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RESOLUTION NO. 18-1014

IN THE MATTER OF APPROVING APPOINTMENTS AND A RE-APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Frederick Johnson has applied for a term that expires October 24, 2021; and

WHEREAS, Becky Cornett has applied for an unexpired term that will be vacated October 24, 2018 and expires October 24, 2020; and

WHEREAS, Merlin Sheets, whose term expires on October 24, 2018, has applied for re-appointment for a term expiring on October 24, 2021;

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 appointments and re-appointment of the following members to the Transit Board for the terms specified herein:

Position	Appointee	Term Ends
DATA 5	Becky Cornett	October 24, 2020
DATA 1	Frederick Johnson	October 24, 2021
DATA 2	Merlin Sheets	October 24, 2021

Section 2. The appointments and re-appointment approved herein shall take effect on October 25, 2018.

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

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RESOLUTION NO. 18-1015

IN THE MATTER OF ACCEPTING PROMOTIONAL ITEMS FOR THE DELAWARE COUNTY FAIR ON BEHALF OF THE DELAWARE COUNTY PROSECUTOR’S OFFICE VICTIM SERVICES UNIT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) may receive and apply gifts on behalf of the county, pursuant to section 9.20 of the Revised Code; and

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WHEREAS, the Delaware County Prosecutor’s Office Victim Services Unit annually operates an informational and community outreach booth at the Delaware County Fair; and

WHEREAS, Meijer and Foertmeyer and Sons have each donated promotional items for the Victim Services Unit to utilize in promoting its informational and community outreach objectives at the Delaware County Fair;

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

Section 1. The Board hereby accepts the donation of promotional items from Meijer and Foertmeyer and Sons on behalf of the Delaware County Prosecutor’s Office Victim Services Unit.

Section 2. The Board hereby declares that the promotional items are not needed for public use but will serve a public purpose of promoting the Victim Services Unit’s informational and community outreach objectives at the Delaware County Fair and bringing public awareness to the plight of and services available to victims of crime.

Section 3. The Board hereby authorizes the Victim Services Unit to distribute the promotional items at the Unit’s fair booth in accordance with the terms of the donations.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-Attended the Delaware-Morrow Mental Health & Recovery Services Board Open House for their refurbished offices.

Commissioner Benton

- Attended the Parade of Homes in Union County on Saturday. There were seven homes to tour.
- Will be attending the Farm & Science Review tomorrow.
- The Little Brown Jug is this Thursday.
- “The Point” (Otterbein’s Entrepreneurial Center) will have their Grand Opening this Friday. The Point is a collaboration with the City of Westerville and Chase Bank.
- Will be attending the Veteran’s Dinner on Friday evening here at the Fairgrounds.

Commissioner Merrell

- Met with Otterbein’s President Comerford on Friday.
- Will be attending the Regional Planning Executive Session on Wednesday morning.
- Will be attending the MORPC meeting Wednesday afternoon.
- Will be attending the CCAO meeting on Friday.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton