

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

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

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

1:30 P.M. Viewing For Consideration Of The Lanetta Lane Subdivision Drainage Improvement Petition

1
RESOLUTION NO. 19-637

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 1, 2019:

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 July 1, 2019; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-638

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0705:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0705 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1901162 M Tech Company	Camera Repair Regional Sewer	66211900-5328	\$ 9,900.00
P1901167 HD Supply	Plant and Lab Supplies Sewer	66211900-5201	\$6,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1903625	MEACHAM & APEL ARCHITECTS INC	PHASE II NORTH CAMPUS RENOVATIONS	42011440 - 5410	\$1,307,100.00
R1903749	JOHN GLENN INSTITUTE,THE	JOHN GLENN COLLEGE OF PUBLIC AFFAIRS INTERN	10011102 - 5301	\$ 21,899.00
R1903756	WORLY PLUMBING SUPPLY INC	GLOBE VALVES FOR OECC DIGESTERS	66211900 - 5260	\$ 5,526.46
R1903773	CINTAS CORPORATION	MAINTENANCE, INSPECTORS AND ENGINEERS	66211900 - 5305	\$ 9,600.00
R1903780	PRIME AE GROUP INC	POWELL	66611900 - 5403	\$ 25,000.00
R1903781	PRIME AE GROUP INC	CMS AND STANDARD DRAWING REVISION	66211900 - 5301	\$ 25,000.00

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

4

RESOLUTION NO. 19-639

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas (Adult Court Services) is requesting that Lorrie Sanderson and Arturo DeLeon attend a National Association of Pretrial Services Conference in San Diego, California September 8-11, 2019; at the cost of \$4,014.00 (fund number 25622303)

The Commissioners' Office is requesting that Brad Lutz attend a Government Finance Officers Association: Managing the Budget Process Conference in Columbus, Ohio from July 24-25, 2019 at the cost of \$697.00 (fund number 10011101).

The Regional Sewer District is requesting that Nathan Givens attend a Construction Law and Ethics Seminar in Columbus, Ohio on August 21, 2019 at a total cost of \$314.00 (fund number 66211900).

The Job and Family Services Department is requesting that Moneka Lawrence and Clara Coffey attend a Children Services Ohio START Training in Athens, Ohio from July 8-9, 2019 at the cost of \$373.00.

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

5

RESOLUTION NO. 19-640

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DUSTIN ROAD DRAINAGE IMPROVEMENT PETITION FILED BY KURT D. VOGEL AND OTHERS:

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

WHEREAS, on June 4, 2019, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Kurt D. Vogel and Others, to:

1. In Delaware County, Berkshire Township, within the Dustin Road watershed and generally following but not limited to the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that **Monday, August 19, 2019, at 1:30P.M.** in the vicinity of 7860 Dustin Road, Galena, Ohio 43021 be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday, November 7, 2019, 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 first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

6

RESOLUTION NO. 19-641

IN THE MATTER OF CHANGING THE LOCATION AND TIME OF THE COMMISSIONERS' SESSION FOR MONDAY SEPTEMBER 16, 2019 TO 10:00A.M. AT THE DELAWARE COUNTY FAIRGROUNDS STAGE BY COLISEUM:

It was moved by Mr. Benton, seconded Mr. Merrell to change the location and time of the Commissioners' Session for Monday September 16, 2019 to 10:00a.m. at the Delaware County Fairgrounds Stage by Coliseum.

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

7

RESOLUTION NO. 19-642

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION FOR THURSDAY SEPTEMBER 19, 2019:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Commissioners' Session for Thursday September 19, 2019.

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

8

RESOLUTION NO. 19-643

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-110	Columbia Gas	Bluebird Dr./Bobwhite Trace	Install gas main
U19-111	WOW	S. Old 3 C. Hwy	Relocate existing facilities
U19-112	Spectrum	Sawmill Road	Place cable in ROW

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

9

RESOLUTION NO. 19-644

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE CLERK OF COURTS:

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

Supplemental Appropriation			
24820101-5801	Title Administration		15,000.00
Transfer of Funds			
From	To		
24820101-5801	10011102-4601		15,000.00
Title Administration/Miscellaneous Cash Transfer	Commissioners General/Interfund Revenue		
Supplemental Appropriation			
10020201-5301	Clerk of Courts/Contracted Professional Services		15,000.00

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

10

RESOLUTION NO. 19-645

IN THE MATTER OF APPROVING AN AMENDMENT TO THE DEVELOPMENT AND INCENTIVE AGREEMENT WITH THE CITY OF POWELL AND THE OHIO STATE UNIVERSITY:

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

WHEREAS, the Delaware County Board of Commissioners approved a development and incentive agreement with the City of Powell and The Ohio State University per Resolution No. 18-1253; and

WHEREAS, the parties wish to amend Section 7(d) of the Development and Incentive Agreement to extend the closing date of the purchase of the real property for the development from on or before June 30, 2019 to October 31, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following First Amendment to Development and Incentive agreement with the City of Powell and The Ohio State University:

**FIRST AMENDMENT TO
DEVELOPMENT AND INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AND INCENTIVE AGREEMENT (this "Amendment") is entered into so as to be effective on the last date of signature below by a party hereto, by and among the **Board of Commissioners of Delaware County, Ohio**, a body corporate and politic organized and existing under the laws of the State of Ohio ("County"), the **City of Powell**, an Ohio charter municipal corporation ("City"), and **The Ohio State University**, an instrumentality of the State of Ohio ("University"). County, University, and City may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on or about November 8, 2018, the Parties hereto entered into a Development and Incentive Agreement (the "Agreement") to facilitate development of a medical campus consisting of one or more buildings and associated improvements from which an ambulatory care facility, medical offices, and other related uses will operate, generally located to the northeast of the intersection of Sawmill Parkway and Home Road in Delaware County, Ohio; and

WHEREAS, Section 7(d) of the Agreement provides that the University shall have closed the purchase of the real property for the development on or before June 30, 2019, and the University seeks an extension of the closing deadline to October 31, 2019; and

WHEREAS, pursuant to Section 8(a) of the Agreement, no amendment or waiver of any provision of the Agreement shall be effective against any Party hereto unless in writing and signed by that Party;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree to amend the Agreement by deleting Section 7(d) of the Agreement and replacing it with the following:

- (d) University, or one of its affiliated entities, shall have been given authorization to purchase the Property by the BOT or the board of trustees or similar board of the affiliated entity, and any other required state governmental board or agency and such purchase shall have closed on or before October 31, 2019. University is in contract to purchase the Property but its failure to do so shall not be deemed to be a default under or breach of this Agreement.

All other provisions of the Agreement not amended herein shall continue in full force and effect.

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

11

RESOLUTION NO. 19-646

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GRACE'S PLACE:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 for Grace's Place;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

improvement plans for Grace’s Place for submittal to the Ohio EPA for their approval.

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

12

RESOLUTION NO. 19-647

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER IMPROVEMENTS PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT FOR SHELLY’S RETREAT AT CARPENTER’S MILL PUMP STATION IMPROVEMENTS:

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

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Pump Station Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Pump Station Improvements:

**AMENDMENT NO. 1 TO
SANITARY SEWER IMPROVEMENTS
PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT
SHELLY’S RETREAT AT CARPENTER’S MILL PUMP STATION IMPROVEMENTS**

This Amendment No. 1 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Pump Station Improvements, which was entered into on June 7, 2018, is made and entered into this 8th day of July, 2019, by and between Pulte Homes of Ohio LLC (the “Subdivider”), and the Delaware County Board of Commissioners (the “County”).

RECITALS

WHEREAS, the Subdivider wishes to revise the Original Agreement by allowing substantial completion and operation of the Improvements, and,

WHEREAS, the Subdivider and County mutually acknowledge and agree that such operation shall be at the Subdivider’s sole risk and expense.

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

AMENDMENT

A new SECTION IX shall be inserted as follows:

SECTION IX: SUBSTANTIAL COMPLETION

The County shall permit the Subdivider to utilize the Improvements within Shelly’s Retreat at Carpenter’s Mill Section 1, Phase A & B and operate the downstream Shelly’s Retreat at Carpenter’s Mill Pump Station Improvements.

Regardless of any inspection by the County, the Subdivider shall be solely liable for any and all costs, expenses, and other liabilities arising from connection to sanitary sewers and operation of the pump station improvements, and any damage resulting therefrom, until the Improvements have been accepted by the County and the maintenance period has expired.

The operation of the pump station is subject to the following conditions:

1. Prior to connection to the sanitary sewer, capacity charges and any surcharges shall be paid to the Delaware County Regional Sewer District.
2. Upon final completion, the Subdivider shall pull the pumps out of the wet well for inspection of the impellers by the County.
3. The County may, in its sole discretion, require the Subdivider to replace the impellers based on the impeller inspection.
4. Only upon final acceptance shall the County assume any risk or liability for the operation of the pump station and sanitary sewers. In addition to any other indemnification obligation stated herein, the Subdivider shall specifically indemnify the County against and hold the County harmless from any damages, claims, judgements, costs, or liabilities of any kind arising from the operation or maintenance of the pump station and sanitary sewers.

REMAINING PROVISIONS

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

IN WITNESS WHEREOF, the Subdivider and the County have executed this Amendment No. 1 as of the date first written above.

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

13

RESOLUTION NO. 19-648

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE SANITARY SEWER IMPROVEMENTS PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT FOR SHELLY’S RETREAT AT CARPENTER’S MILL SECTION 1 PHASE A:

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

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 2 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Section 1 Phase A;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 2 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Section 1 Phase A:

**AMENDMENT NO. 2 TO
SANITARY SEWER IMPROVEMENTS
PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT
SHELLY’S RETREAT AT CARPENTER’S MILL SECTION 1 PHASE A**

This Amendment No. 2 to the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Shelly’s Retreat at Carpenter’s Mill Section 1 Phase A, which was entered into on April 9, 2018, is made and entered into this 8th day of July, 2019, by and between Pulte Homes of Ohio LLC (the “Subdivider”), and the Delaware County Board of Commissioners (the “County”).

RECITALS

WHEREAS, the Subdivider wishes to revise the Original Agreement by allowing substantial completion of a portion of the Improvements including service connections for 26 single family residential equivalent connections, and,

WHEREAS, the Subdivider and County mutually acknowledge and agree that such connections shall be at the Subdivider’s sole risk and expense.

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

AMENDMENT

A new SECTION IX shall be inserted as follows:

SECTION IX: SUBSTANTIAL COMPLETION

The County shall permit the Subdivider to utilize a portion of the Improvements within Shelly’s Retreat at Carpenter’s Mill Section 1, Phase A & B.

Regardless of any inspection by the County, the Subdivider shall be solely liable for any and all costs, expenses, and other liabilities arising from connection to sanitary sewers, and any damage resulting therefrom, until the Improvements have been accepted by the County and the maintenance period has expired. The allowed connections shall consist of lot numbers 3782, 3783, 3794, 3795, 3802 to 3806, 3831, and 3835 to 3850 and extend from the Lift Station and manhole 1 to manhole 12 on the approved engineering drawings for Shelly’s Retreat at Carpenter’s Mill Section 1, Phase A & B, subject to the following conditions:

1. Prior to connection to the sanitary sewer, capacity charges and any surcharges shall be paid to the Delaware County Regional Sewer District.
2. The Subdivider shall install mechanical sewer plugs in the main line at manholes as directed by the Sanitary Engineer and must be inspected by the Subdivider with the County present weekly and immediately after rain events.
3. The installation of the plugs is subject to inspection by the County. The Subdivider shall be liable for any failures thereof and resulting damage until the Improvements have been accepted by the County and the maintenance period has expired.
4. Prior to final acceptance the Subdivider shall cause the substantially completed sewer to be cleaned and closed-circuit televised. The videos must be provided to the County for review and approval as part of the final inspection of the Improvements.
5. Only upon final acceptance of the improvements shall the County permit the plug installed as specified herein to be removed.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

REMAINING PROVISIONS

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

IN WITNESS WHEREOF, the Subdivider and the County have executed this Amendment No. 2 as of the date first written above.

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

14

RESOLUTION NO. 19-649

IN THE MATTER OF APPROVING A SANITARY SEWER EASEMENT AGREEMENT AND ACCEPTING A PERMANENT SANITARY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM HOME HIGH, LLC:

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

WHEREAS, a permanent sanitary easement (0.403 acre as described in Exhibit A) and a temporary construction easement (0.202 acre as described in Exhibit A) are required from Home High, LLC in conjunction with the Home Road Sanitary Sewer Extension Project; and

WHEREAS, Home High, LLC is granting the aforementioned easements to the County as shown on the Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Sanitary Sewer Easement Agreement and accepts one permanent sanitary easement and one temporary construction easement from Home High, LLC:

(Copy of easement(s) available for review at the Sanitary Engineer’s Office until no longer of administrative value.)

**SANITARY SEWER EASEMENT
AND AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, Home High, LLC, an Ohio limited liability company, the Grantor, for good and valuable consideration to the Grantor by the Board of County Commissioners of Delaware County, Ohio, the Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual, non-exclusive sanitary easement over, through, under, within, upon, and across the area described on the attached Exhibit A (the “Easement Area”), together with a ten (10) foot wide temporary construction easement (the “Temporary Easement”) as described in attached Exhibit A, and ingress and egress over reasonable routes across portions of Grantor’s property that are contiguous to the Easement Area when exercising the purposes of this easement, solely for construction, operation, and maintenance of public and or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances (the “Sanitary Sewer Facilities”).

No other utility shall be located within the Easement Area except for crossings as described herein; right angle or near right angle utility crossings (“near right angle” is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary line and over, across, under, or through the Easement Area are not restricted, except that all utility crossings under the sanitary sewer or force main shall be subject to the review and approval (such approval not to be unreasonably withheld, conditioned, or delayed) of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the Easement Area unless said structure is approved in writing by the Delaware County Sanitary Engineer; any pavement, curb cuts, and/or landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., are hereby approved for installation within the Easement Area; any pavement and/or landscaping features placed within the Easement Area may be removed if necessary by the Delaware County Sanitary Engineer or his/her representatives for the safe and commercially reasonable construction, operation, or maintenance of the Sanitary Sewer Facilities; the restoration and cost of restoration shall be the responsibility of the Grantee, or, by the Grantee’s successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the Sanitary Sewer Facilities within the Easement Area by Grantor, or Grantor’s successors and assigns, except landscaping, pavement, curb cuts, and drives for ingress and egress to and from Grantor’s property, shall be subject to approval of the Delaware County Sanitary Engineer (such approval not to be unreasonably withheld, conditioned, or delayed); the Delaware County Sanitary Engineer reserves the right to require that all earthwork within the Easement Area be graded to such a level that will, in his or her commercially reasonable opinion, not jeopardize the structural integrity of or limit the County’s reasonable access to the Sanitary Sewer Facilities.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

Grantee, at its sole cost and expense, shall maintain, repair, and replace the Sanitary Sewer Facilities as and when necessary in accordance with sound maintenance and engineering practices, including maintenance and repair of the surface so that the Easement Area may be used and enjoyed by Grantor, its successors and assigns, for all purposes contemplated by this easement. In exercising its rights under this Easement, Grantee shall minimize, to the extent reasonably possible, interference with Grantor’s use and enjoyment of the Easement Area as contemplated by this Easement.

Subject to the conditions stated herein, Grantor hereby reserves the right to use the property subject of this easement in any manner not inconsistent with the rights granted including, without limitation, landscaping, curb cuts, and access drives for ingress and egress to and from Grantor’s property.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever, except as otherwise provided. This Sanitary Sewer Easement and Agreement shall bind and benefit the parties and their respective successors and assigns and shall run with the land.

Grantor claims title to said premises by deed recorded in Deed Book 1335, pp. 2836-2838, Recorder’s Office, Delaware County, Ohio. Such easement and right-of-way is granted in perpetuity, except that the Temporary Easement shall automatically expire on the earlier of (a) initial completion of the Sanitary Sewer Facilities (including surface restoration); or (b) eighteen (18) months from the date this instrument is executed by Grantor.

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

**15
RESOLUTION NO. 19-650**

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE NORTHSTAR NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint current members of the Board of Trustees of the NorthStar Community Authority;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of the following members to the NorthStar New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Tiffany Maag	August 15, 2021
Citizen Member	Richard Thayer	August 15, 2021

Section 3. The re-appointments approved in this Resolution shall take effect on August 16, 2019.

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

**16
RESOLUTION NO. 19-651**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH OPENGOV, INC. FOR SOFTWARE SERVICES:

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

WHEREAS, the Director of Business Operations and Financial Management recommends approval of the Services Agreement by and between the Delaware County Board of Commissioners and OpenGov, Inc. for software services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Services Agreement with OpenGov, Inc. for software services:

**Statement of Work
Delaware County, OH
OpenGov Budgeting and Performance
Created By Mathu Allen
SOW Creation Date 4/22/19**

1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for Delaware County, OH ("Customer"). This SOW is subject to, and hereby incorporates by reference, the terms and conditions contained in the Software Subscription Agreement (the "Agreement") to which it is attached between Customer and OpenGov.

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov software for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the Budgeting and Performance Solution.

2.Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Budgeting and Performance package.

2.2. Deliverables

Budgeting and Performance - Prepaid	
Functionality	Deliverables
Chart of Accounts	<ul style="list-style-type: none"> • Review and feedback of Customer's source system chart of accounts • Chart of accounts functional build and review • Chart of accounts configuration and peer review • Administrator training
Management Reporting	<ul style="list-style-type: none"> • 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance, and Transactions) • 1 department-specific budget to actuals report • 1 customer report (stipulated by the Customer) • Standard saved views for each report • Up to 10 years of data • Administrator training
	<ul style="list-style-type: none"> • Creation of launch plan • End user training/presentation (depts, council, etc.) • Review of best practices for launch • Launch
Performance Measures - Standard	<ul style="list-style-type: none"> • 4 department -specific Budget to Actuals reports • 1 dashboard for each of the 4 departments, totalling to 4 dashboards • 6 tiles per dashboard, totalling 24 tiles

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

Financial Integration	<ul style="list-style-type: none"> • Integration of budget and actuals, with transaction level detail up to 10 years • Single system connector-Superion ONESolution • Design, map, and validate data from the system. • Administrator training • Ongoing monitoring and alerts
Budget Builder	<ul style="list-style-type: none"> • Builder Builder setup • One budget (i.e. operating only) • Creation of up to 5 proposals • 2 budgeting reports (Budget to Actuals & milestones) • Project continues to Preparation Phase only (up to Kick-off to Departments) • Administrator training • Personalized User Guide • 1 kick off trainings to departments • Creation of launch plan • Review of best practices for launch • Launch
Workforce Planning	<ul style="list-style-type: none"> • Initial configuration based on Customer provided documentation and cost elements • 1 Workforce plan • Data formatting and loading • Validate calculations • 1 authorized position list report • 1 total compensation detail report • Administrator training • Administrator guide
Budget Book - Standard	<ul style="list-style-type: none"> • Import and Format Main Document: • Import document (must be in .docx format) provided by Customer. • Set up document outline and break document into appropriate outline sections. • Review text and tables for formatting accuracy (font style, font size, spacing, borders, shading).

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

	<ul style="list-style-type: none"> • Set up default header and footer. Import and place graphics. • Set up the Table of Contents to auto generate page numbers, edit text to reflect current quarter and add hyperlinks to text. <p>Linking:</p> <ul style="list-style-type: none"> • Includes example linking to the main document. For Budget Book: <ul style="list-style-type: none"> o one (1) complete budget program <p>Setup Hours:</p> <ul style="list-style-type: none"> • Workiva support team will spend up to 40 hours on the Document Set-Up. If additional time is required, customer will be expected to move to the subsequent onboarding package. <p>Process Improvement Consultation:</p> <ul style="list-style-type: none"> • Workiva's solutions architect team will spend up to 8 hours with your reporting team. This time will allow Workiva's team to understand your data source files and how they integrate with your final report(s) in Wdesk. • The Solutions Architect will provide process and data flow recommendation s, best practices, outline project implementation, and provide enhanced training as needed. <p>Training:</p> <ul style="list-style-type: none"> • Workiva's support team will spend up to 4 hours with your reporting team training on the Wdesk Account and Budget Book project editing and maintenance following implementation. Five training sessions will be offered: <ul style="list-style-type: none"> o Wdesk Application Introduction & Account Overview, o Wdesk Account Administration, o Wdesk Document Editing & Formatting, o Wdesk Spreadsheet Editing, and o Wdesk Linking & Wdesk Sync. <p>Hours for Wdesk implementation are not captured in the Prepaid Total below, if the Customer is opting for the Prepaid Professional Services approach. These are captured in the Wdesk Professional Services line item, but represented here for consistency.</p>
Prepaid Hours	155

2.3. Assumptions

- If a Fixed Fee engagement: The concept of Fixed Fee defines how the outlined deliverables are achieved. If Fixed Fee, OpenGov commits to delivering on the items outlined in the above Professional Services packages regardless of how many hours they might take.
- If a Prepaid engagement: The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.
- For the Financial Integration,
 - o The data will be linked to the Customer's chart of accounts.
 - o OpenGov will perform the validation for data accuracy for the Integration.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

- o OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.
- o If the integration is with Central Square, the Customer is responsible for getting data from Central Square system.
- If there is an FTP integration of 3 .CSV datasets,
 - o The data will NOT be linked to the Customer's chart of accounts.
 - o The Customer will perform the validation for data accuracy for the Integration.
 - o Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

3. Schedule

OpenGov will schedule resources for this project upon signature of this SOW. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW.

OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2 Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer **will** be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

4.3. Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work productions in a timely manner.

1. **Initiate Phase**
 - a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
 - b. **Key Work Products:** Data Inventory, Functional Model Build, Solution Document
 - c. **Summary:** The Initiate Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Solution Document will be created that outlines how the solutions will be implemented.

2. **Configure Phase**
 - a. **Key Activities:** Application and Solution Configuration, Data Load
 - b. **Key Work Products:** Peer Review
 - c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Initiate Phase from the Customer to use for unit testing purposes. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. **Validate Phase**
 - a. **Key Activities:** User Acceptance Testing, Data Confirmation
 - b. **Key Work Products:** Test Scripts, Test Acceptance
 - c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has completed, the Customer will execute test scripts and validate that data is being represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of test results by the Customer.

4. **Deploy Phase**
 - a. **Key Activities:** Administrator Training, Go Live Support, Transition to Customer Success Manager and Technical Support
 - b. **Key Work Products:** Project Documentation, Project Acceptance
 - c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process, provide Go Live Support, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 1 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate. Opengov's Standard Professional Services rate for 2019 is \$185/hour.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

(except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees: Invoicing: Payment: Expenses.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination For Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Termination For Non-Appropriations. Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.5 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

7.6 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.5(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGovs' use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability: Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Indemnification. OpenGov will defend, indemnify, and hold Customer (and its Users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the OpenGov's Software Services or Professional Services. In case of such a claim, OpenGov may, in its sole discretion and at its sole cost, procure a license that will protect Customer against such claim, replace the Software with a comparable non-infringing version, or terminate the Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable Fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of any OpenGov technology by Customer or any user, (ii) combination by Customer or any user of any OpenGov technology with any third party technology, (iii) continued use of any OpenGov technology by Customer or any user more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) used by Customer or any user of any OpenGov technology in breach of this Agreement.

In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("**Indemnite**") will provide the indemnifying party ("**Indemnitor**") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the State court with competent jurisdiction located in Delaware County, Ohio, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Order Form Number: OG-0003966
Created On: 04/20/2019
Order Form Expiration: 06/28/2019
Subscription Start Date: 06/28/2019
Subscription End Date: 06/27/2024

Sales Representative: Andrew Jones
Email: ajones@opengov.com
Contract Terms (Years) : 5.00

Customer Information

Customer: County of Delaware, OH
Bill To/Ship To: 101 N. Sandusky Street
Delaware, Ohio 43015
United States

Primary Contact: George Kaitza
Email: gkaitza@co.delaware.oh.us
Phone: (740) 833-2900

Billing Contact: George Kaitza
Email: gkaitza@co.delaware.oh.us
Phone: (740) 833-2900

Order Details

Billing Frequency: Annual
Payment Terms: Net 30

Description:

FTWARE SERVICES

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	The OpenGov Cloud	06/28/2019	06/27/2024	\$70,000.00

OFSSIONAL SERVICES

Product	Description	Total
OpenGov Deployment	Budgeting and Performance - Limited Package - Prepaid Standard Budget Book On-Boarding Package	\$20,000.00

ILING TABLE

Billing Date	Amount Due
June 28, 2019	\$90,000.00
June 28, 2020	\$70,000.00
June 28, 2021	\$70,000.00
June 28, 2022	\$70,000.00
June 28, 2023	\$70,000.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

County of Delaware, OH
Signature:

Name:

Title:

Date:

OpenGov, Inc.
Signature:

Name:

Title:

Date:

Paul H. Denton
Paul H. Denton
CFO
June 19, 2019

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

17

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

18

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Participated in a 4th of July parade.
-Thought President Trump's 4th of July speech was good.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2019**

-Congratulations to Cori Gauff at the age of 15 years old has gone this far in the Women's Wimbledon tournament.

Commissioner Benton

- Attended the Sunbury 4th of July parade. There were a lot of attendees.
- The TID meeting will be held on Wednesday, July 10th at 9:30 AM.
- The All Star Baseball game will start tomorrow night in Cleveland.

Commissioner Lewis

-No reports.

10:00A.M. RECESS/RECONVENE 1:30P.M. (Starting In The Vicinity Of 7816 Lanetta Lane)

IN THE FIELD:

**1:30P.M. VIEWING FOR CONSIDERATION OF THE LANETTA LANE SUBDIVISION
WATERSHED AREA DRAINAGE PETITION**

On **Monday July 8, 2019 at 1:30PM** starting near the vicinity of 7816 Lanetta Lane, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton, Gary Merrell, and Barb Lewis

On **April 12, 2019**, a drainage petition for the Lanetta Lane Subdivision watershed was filed with the Board of County Commissioners to:

- To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- Commencing in Delaware County, Genoa Township, within the Lanetta Lane Subdivision and general following, but not limited to the course and termini of the existing improvements.

NOTE: the first hearing on the petition is scheduled for **Thursday September 12, 2019, at 10:00A.M.**

The Commissioners:

- Looked At And Followed The Drainage Tile Area Along The Court At The End Of The Street (It Is Water Covered When It Rains)
- Viewed Standing Water At The Front Of Property At 7816 Lanetta Lane; It Is Never Dry
- Walked Property 7825 Lanetta Lane, Drainage Pond Built In Front Of House When Building
- Added Swales Later
- Followed Path To Stagnate Drainage Ponds Of Neighboring Golf Course
- At This Time Sufficient Outlet Has Not Been Determined
- Viewed Outlets On Tussic Road
- Viewed Maps Of Area
- The Infrastructure In This Area Would Have Predated Maintenance Program.
- The Petition (Signatures And Words) Determines The Upstream Part Of A Project The "Sufficient Outlet" Determines The Bottom Of A Project
- Projects Since 1998 Are Automatically Placed On County Drainage Maintenance Program
- This Is A Landowner Initiated Process And Detailed Surveys Follow If The Project Moves Past The First Hearing
- If Approved The Storm Water Infrastructure Will Be Placed On The County Drainage Maintenance Program
- If Approved Money Pooled Only For This Project; Assessments Placed On Build-Able Lots Current And Future
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 8, 2019



Delaware County Commission

Jeff Benton
 Barb Lewis
 Gary Merrell

SIGN-IN SHEET FOR JULY 8, 2019

**1:30 P.M. Viewing For Consideration Of The Lanetta Lane
 Subdivision Drainage Improvement Petition**

NAME	ADDRESS
1 Sarah Dinoro	101 N. Sandusky St. 43015
2 <i>[Signature]</i>	SWCD
3 K Kasicich	7825 Lanetta
4 David Barrett	7259 Sawmill Rd, Dublin, OH 43016
5 Rebecca Longsmith	SWCD
6 Kim MARSHALL	SWCD
7 SCOTT STEPHENS	DSWCD
8 <i>[Signature]</i>	Clerk BCC
9 CRAIG SEEPS	7617 Lanetta Ln
10 CRAIG FANDER	7641 LANETTA LN
11 Daniel Barr	SWCD
12 Mike Kovalchik	7501 LANETTA LN
13 Kyle Wilgert	7624 LANETTA LANE
14 <i>[Signature]</i>	50 Channing St

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 8, 2019

**Continued ... SIGN-IN SHEET FOR
 JULY 8, 2019**

**1:30 P.M. Viewing For Consideration Of The Lanetta Lane
 Subdivision Drainage Improvement Petition**

	<u>Name</u>	<u>Address</u>
15	Danney Peables	7636 Lanetta Lane
16	Jennifer Popp	7811 Lanetta Ln.
17	Mary K. Rohr Kemper	7816 LANETTA LN
18	Lisa Kuchwosky	7816 Lanetta Ln.
19	CARL GERHARDY	GENOA Twp Trustee
20		

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

 Jeff Benton

 Jennifer Walraven, Clerk to the Commissioners