

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1136

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 2, 2014:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 2, 2014; 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 Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1137

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1003:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1003 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Xylem	Parts Regional Sewer District OECC	66211903-5201	\$ 10,000.00
Xylem (line 2)	Parts Regional Sewer District Alum Creek	66211904-5201	\$ 10,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
- SERVICE AND CHARGES				
R1405438	RADIANT TECHNOLOGY GROUP INC	JFS PROGRAM ON THE JOB TRAINING	22311611-5305	\$8,000.00

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1138

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS SORRENTO AT HIGHLAND LAKES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following

Whereas, on August 6, 2012, the Board of County Commissioners (the "Board") entered into a Project Agreement with Romanelli and Hughes ("Owner") for the project known as Sorrento at Highland Lakes ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1139

**IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS
GOODWILL STORE:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following

Whereas, on October 28, 2013, the Board of County Commissioners (the "Board") entered into a Project Agreement with Romanelli GW LLC ("Owner") for the project known as Goodwill Store ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1140

**IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS
OLENTANGY CROSSINGS SECTION 6:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following

Whereas, on September 10, 2012, the Board of County Commissioners (the "Board") entered into a Project Agreement with M/I Homes of Central Ohio ("Owner") for the project known as Olentangy Crossings Section 6 ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1141

**IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS
RIVER ROCK FARMS:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following

Whereas, on November 5, 2012, the Board of County Commissioners (the "Board") entered into a Project Agreement with River Rock Farms LLC ("Owner") for the project known as River Rock Farms ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

RESOLUTION NO. 14-1142

IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION FOR THE IMPROVEMENT
OF VARIOUS TRAFFIC SIGNALS KNOWN AS DISTRICT 6 REGIONAL SIGNALS, PID 98818:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following

WHEREAS, the State of Ohio and the Board of Commissioners of Delaware County, Ohio ("LPA") have identified the need for the following described project:

- Upgrade signals (reflectorized back plates and LED heads) at the following locations:
- Home Road at Sawmill Pkwy.
- Attucks Drive at Sawmill Pkwy.
- Presidential Parkway at Sawmill Parkway
- Maxtown Road at Sunbury Road
- Center Green Drive at Tussic Street Road
- Brewster Lane at Sawmill Parkway
- Lewis Center Road at South Old State Road

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

SECTION I - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION II - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design, and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The Ohio Department of Transportation shall assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way, and construction.

The LPA agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the LPA which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION III - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION IV - Maintenance

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions, and (4) hold said right-of-way inviolate for public highway purposes.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1143

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR CHESHIRE WOODS
SECTION 3, PHASE A:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following agreement:

Whereas, The Engineer recommends approving the Owner’s Agreement For Cheshire Woods Section 3, Phase A

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014**

Agreement For Cheshire Woods Section 3, Phase A;

Owner's Agreement for Cheshire Woods Section 3, Phase A

**OWNER'S AGREEMENT
PROJECT NUMBER: 14011**

THIS AGREEMENT, executed on this 6th day of October, 2014 between **HOMEWOOD CORPORATION**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **CHESHIRE WOODS SECTION 3, PHASE A**, further identified as Project Number 14011 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$47,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$981,400
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 98,140
INSPECTION FEE DEPOSIT	\$ 47,100

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION 14-1144

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary; and

WHEREAS, the County Engineer’s Office has a need for an anti-ice system (the “Equipment”); and

WHEREAS, the Equipment is available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, pursuant to Section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than it can through the Program contracts; and

WHEREAS, the Equipment is available from another party, Henderson Truck Equipment, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

Section 1. The Board hereby authorizes the purchase of the Equipment from Henderson Truck Equipment, upon the terms, conditions, and specifications of State of Ohio STS 515, Schedule 800184-1.

Section 2. The Board hereby approves the following Agreement with Henderson Truck Equipment:

PURCHASE AGREEMENT WITH HENDERSON TRUCK EQUIPMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of October, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Henderson Truck Equipment, 2177 State Route 19, Bucyrus, Ohio 44820 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement.

Section 3 – Equipment Purchased

Contractor agrees to sell to the County, and the County agrees to purchase from the Contractor, the equipment listed in the attached Exhibit A, which is by this reference fully incorporated herein. The purchase shall be subject to the terms, conditions, and specifications of State of Ohio STS 515, Schedule 8000184-1, which shall be deemed a part of this Agreement with the Contractor and the County assuming the respective roles of the parties thereto.

Section 4 – Compensation

The County shall pay to the Contractor the total sum of Seventy-Nine Thousand Seven Hundred Seventy-Four Dollars (\$79,774). Compensation shall be paid based on an invoice submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 5 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

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

Section 6 – Miscellaneous Terms & Conditions

- 6.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 6.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 6.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 6.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 6.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 6.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1145

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

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

It was moved by Mr. Stapleton, seconded by Mr. O’Brien 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
U14-061	Consumers Gas Cooperative	Miller Paul Road	Install gas service line
U14-062	AEP	Curtis Road	Relocate poles
U14-063	Consolidated Electric	Wilson Road & Twin Green Avenue	Bore under road

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1146

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS, AMENDING PROCUREMENT CARDS AND NAMING A NEW DEPARTMENT COORDINATOR FOR THE PROCUREMENT CARDS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards and/or names Department Coordinators to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Job and Family Services
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Angela Thomas (amendment)
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Tanya Hollen
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Ashley Keller
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Steve Ehrle (amendment)

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

Department Coordinator: Barbara Minnick

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1147

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

Appropriation Transfers	
From	To
22411605-5450	22411605-5260
JFS Administration/Machinery & Equipment	JFS Administration/Office Furniture \$ 18,000.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1148

IN THE MATTER OF APPROVING THE ALPHA GROUP OF DELAWARE’S PAYMENT OF CAPITAL REPAIRS TO 1000 ALPHA DRIVE FROM THE CAPITAL ACCOUNT ESTABLISHED IN THE LEASE AGREEMENT FOR SAID PROPERTY:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, on July 1, 2010, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 10-861, approving a lease agreement between the Board and the Alpha Group of Delaware, Inc. (“Alpha”) for the property known as 1000 Alpha Drive, Delaware, Ohio (the “Leased Premises”); and

WHEREAS, the lease agreement provides for the establishment of a capital account for the payment of capital improvements or repairs to the Leased Premises that cost \$5000.00 or more, subject to approval by the Board; and

WHEREAS, Alpha has obtained quotes for the repair of parking facilities on the Leased Premises, with the preferred quote in an amount more than \$5000.00; and

WHEREAS, Alpha is seeking the Board’s approval to proceed with the repair by utilizing the capital account;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves Alpha’s payment of capital repairs to the parking facilities at the Leased Premises from the capital account established in the lease agreement in the estimated amount of \$9989.99.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1149

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MEADOWS AT LEWIS CENTER NORTH AND COURTYARDS OF GRANDSHIRE:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

Meadows at Lewis Center

Whereas, the construction of new sanitary sewers at the Meadows at Lewis Center have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Meadows at Lewis Center	2,359’ feet of 8- inch sewer	\$171,600.00
	9- manholes	\$1,800.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Courtyards of Grandshire

Whereas, the construction of new sanitary sewers at the Courtyards of Grandshire have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Courtyards of Grandshire

990’ feet of 8- inch sewer	\$39,884.14
8- manholes	\$12,000.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O’Brien Aye

RESOLUTION NO. 14-1150

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR BEAUTIFUL SAVIOR LUTHERAN CHURCH:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Beautiful Savior Lutheran Church.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 6th day of October 2014, by and between **Beautiful Savior Lutheran Church**, herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **Beautiful Savior Lutheran Church** Subdivision Plat or Sewer Easements of Record on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$38,812.50**, representing the payment of the capacity charges of \$5,900 for each single family residential equivalent connection, plus a surcharge of \$4,000 (Perry Taggart) and \$1,350 (Liberty-Sawmill Sanitary Extension) for each single family residential equivalent connection.

There are **3.45** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Beautiful Savior Lutheran Church**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall execute a Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$11,560.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014**

improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review **\$404.60**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,050.00** estimated to be necessary to pay the cost of inspection **Beautiful Savior Lutheran Church** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1151

IN THE MATTER OF ACCEPTING AN ESCROW AGREEMENT FOR SANITARY SEWER IMPROVEMENTS FOR BEAUTIFUL SAVIOR LUTHERAN CHURCH:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to accept the following:

Whereas, the Director of Environmental Services recommends approval of the escrow agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvement Escrow Agreement for Beautiful Savior Lutheran Church.

**ESCROW AGREEMENT
FOR SANITARY SEWER IMPROVEMENTS**

THIS ESCROW AGREEMENT made and entered into as of the 6TH day of October 2014 by and between **BEAUTIFUL SAVIOR LUTHERAN CHURCH** herein called ("PROPERTY OWNER"), the **DELAWARE COUNTY SANITARY ENGINEER**, herein called ("COUNTY"), and **OHIO DISTRICT LUTHERAN CHURCH EXTENSION FUND, INC.**, herein called ("ESCROW AGENT").

WHEREAS, the PROPERTY OWNER has submitted plans, information and data to the COUNTY for the construction of certain sanitary sewer improvements on its Home Road Property (the "SITE"), and has requested approval of the same by COUNTY; and

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014**

WHEREAS, the sanitary sewer improvement plans for the SITE have been approved by the COUNTY, and the PROPERTY OWNER has engaged **ms consultants, inc.**, qualified licensed engineers to reasonably estimate and determine that the cost of construction, installation and completion of the improvements of the aforesaid SITE (the IMPROVEMENTS) to be the sum of Eleven Thousand Five Hundred Sixty Dollars (\$11,560.00) and the COUNTY has approved the aforesaid estimated cost of construction; and

WHEREAS, the PROPERTY OWNER seeks COUNTY's approval of the IMPROVEMENTS to the property; and

WHEREAS, the COUNTY'S regulations require that the PROPERTY OWNER must provide security to guarantee the satisfactory construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That the PROPERTY OWNER has deposited the sum of Eleven Thousand Five Hundred Sixty Dollars (\$11,560.00) with ESCROW AGENT (hereinafter the ESCROW SUM), in lawful money of the United States of America, as an escrow guaranteeing the construction, installation and completion of the IMPROVEMENTS of the aforesaid sanitary sewer improvements, all in accordance with the approved construction plans therefore and the ordinances of the COUNTY regulating the same. The parties acknowledge and agree that all cash sums deposited herewith must be drawn by the parties pursuant to the terms of this agreement. The ESCROW AGENT shall only disburse funds from the Account in accordance with this Escrow Agreement, or as mutually agreed to in writing by the parties hereto. Upon the receipt of a dispute from any party, ESCROW AGENT shall hold the ESCROW SUM pending resolution of the dispute by the parties or further action in accordance with this Agreement.

2. That the ESCROW SUM shall guarantee the construction, installation, and completion of the IMPROVEMENTS associated with the SITE in accordance with the approved cost estimate by **ms consultants, inc.**, a copy of which is attached hereto and made a part hereof as "Exhibit A", and as per plans and specifications for the SITE which have been filed with COUNTY and have been approved by the COUNTY Sanitary Engineer.

3. That the PROPERTY OWNER guarantees all required IMPROVEMENTS, which have not been installed to date, will be installed, constructed and completed within four (4) months, from date of the issuance by the COUNTY of a construction permit (the "COMPLETION DATE").

4. That prior to a request for escrow release, the PROPERTY OWNER shall make a written request for inspection of the improvements for which escrow is being held. The COUNTY shall inspect each category of IMPROVEMENTS identified in the written request for an inspection within twenty (20) business days after the COUNTY's receipt of a written request for such inspection(s). In the event COUNTY determines that any of the IMPROVEMENTS are deficient in any respect, COUNTY will issue, within ten (10) business days a written notice to PROPERTY OWNER specifying the deficiency(s) ("DEFICIENCY NOTICE"). If PROPERTY OWNER has not, within fifteen (15) business days after the date on which such DEFICIENCY NOTICE is received by PROPERTY OWNER, begun and, diligently with all best efforts, pursued correction of all deficiency(s) noted, then COUNTY may without any further notice to PROPERTY OWNER being necessary, issue a DRAW REQUEST to ESCROW AGENT in writing, in such amount as COUNTY deems necessary to correct such deficiency(s) or to protect COUNTY from damages resulting from such deficiency(s). Provided, however, that any and all obligation(s) of the PROPERTY OWNER shall be temporarily suspended during any periods when the PROPERTY OWNER is unable to comply with such requirement(s) of this ESCROW AGREEMENT by reason of Acts of God, public enemy, fire, floods, accidents, civil commotion, closing of public highways, governmental interference or regulations or other contingencies, similar or dissimilar to the foregoing, which are beyond the reasonable control of the PROPERTY OWNER other than the lack or inability to provide funds (whether or not within the reasonable control of the PROPERTY OWNER). COUNTY shall also send a copy of each such DEFICIENCY NOTICE to the ESCROW AGENT.

5. Upon execution of this Agreement PROPERTY OWNER and COUNTY shall designate such person or persons or designated official positions who/which may submit a DRAW REQUEST or otherwise provide mutual directions or instructions to ESCROW AGENT regarding this Agreement.

6. ESCROW AGENT shall only release or disburse the ESCROW SUM or portion thereof upon receipt of and in the amount set forth in a written authorization from the COUNTY Sanitary Engineer, or by mutual agreement of the parties; which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said IMPROVEMENTS.

7. Upon completion of the IMPROVEMENTS and acceptance by the COUNTY, COUNTY shall issue a notice of the same (the "ACCEPTANCE LETTER") to PROPERTY OWNER and ESCROW AGENT whereby ESCROW AGENT shall release all remaining ESCROW SUMS being held by ESCROW AGENT to PROPERTY OWNER.

8. All invoices for COUNTY Engineering inspections shall be paid by the PROPERTY OWNER

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014**

within thirty (30) days of the date of the invoice.

9. In addition to all other remedies available hereunder, in the event that PROPERTY OWNER shall abandon the development of the SITE or fail to complete the Improvements prior to the COMPLETION DATE, whichever shall occur first, the COUNTY may thereafter complete, or have completed, said IMPROVEMENTS and may apply the remaining ESCROW SUM therefore by delivering to the ESCROW AGENT a DRAW REQUEST. PROPERTY OWNER further agrees to indemnify and hold harmless the COUNTY from and of any and all costs and expenses incurred by the COUNTY in completing the IMPROVEMENTS, including, but not limited to, the payment of any transfer charge.

10. That the COUNTY hereby accepts this agreement as a satisfactory escrow agreement under the provisions and any requirements of the COUNTY's Ordinances.

11. All notices required herein will be provided to the addresses listed below.

12. All IMPROVEMENTS to the SITE shall be complete in compliance with Ohio law and Delaware County Standards and shall further comply with all other federal, state and local zoning and constructions requirements.

13. After four (4) months, ESCROW AGENT shall be paid a fee of \$1,000.00 per year, or part thereof for acting as the ESCROW AGENT. PROPERTY OWNER shall be responsible to pay ESCROW AGENT the escrow fee in advance. PROPERTY OWNER shall pay any such fees from separate funds. In the event PROPERTY OWNER fails to pay such ESCROW AGENT fees timely, all parties acknowledge that ESCROW AGENT may withdraw such fee from the ESCROW SUMS, and PROPERTY OWNER will be responsible for replenishing the ESCROW SUMS.

14. ESCROW AGENT shall establish an interest bearing account and interest will be paid on the ESCROW SUMS quarterly. Interest will be computed from the time the ESCROW SUMS are placed in escrow until said funds are disbursed pursuant to this Agreement. The ESCROW AGENT shall be under no duty to maximize the interest earnings on the Account.

a. The ESCROW AGENT shall not:

i. Have any obligation in respect of the ESCROW SUMS, other than to faithfully follow the provisions of the Agreement; or

ii. Be required to institute legal proceedings of any kind, and without any certification, notification or consent, ESCROW AGENT may deposit all or a part of the Account with a court of competent jurisdiction, and thereafter, the ESCROW AGENT shall be relieved from any further liability or responsibility for the Account or otherwise under this Escrow Agreement. In the event that any legal action is instituted against the ESCROW AGENT in its capacity as an escrow agent, the ESCROW AGENT may interplead in such action and may deposit with the Court in which such action is pending the Escrow Sums, (less any costs reasonably, incurred by ESCROW AGENT as a result of such action), which is the subject of the action, and, in such event, the ESCROW AGENT shall thereupon be relieved of and discharged from any and all obligation and liabilities under and pursuant to this Agreement in respect to such funds so deposited with said Court.

15. If and whenever, under the foregoing provisions hereof, the ESCROW AGENT is required to pay any amount, all obligations on its part hereunder to make such payment shall be limited to such funds as are then held hereunder by the ESCROW AGENT and are available for such purpose. The ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein. The ESCROW AGENT's duties hereunder are purely ministerial in nature, and nothing in this Escrow Agreement shall be construed to give rise to any fiduciary obligations being owed by the ESCROW AGENT with respect to any party. The ESCROW AGENT shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Escrow Agreement and may consult with counsel of its own choice and shall have full and complete authorization, immunity and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

16. The ESCROW AGENT shall not be liable to anyone whatsoever, except for breach of the terms or conditions of this Escrow Agreement and for its own bad faith, gross negligence or willful misconduct (which exceptions apply to all of the provisions of this Escrow Agreement), and, except with respect to claims based upon such bad faith, gross negligence or willful misconduct that are successfully asserted against the ESCROW AGENT, the PROPERTY OWNER shall indemnify and hold harmless the ESCROW AGENT from and against any and all losses, liabilities, claims, actions, damages and expenses (including reasonable attorneys' fees), arising out of or in connection with this Escrow Agreement.

17. The ESCROW AGENT may resign as ESCROW AGENT at any time by giving the COUNTY and PROPERTY OWNER twenty (20) days prior written notice of its resignation, in which case, a successor ESCROW AGENT may be appointed by agreement of COUNTY and PROPERTY OWNER. Upon the appointment of a successor ESCROW AGENT, the ESCROW AGENT shall transfer any Account to such

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 6, 2014

successor ESCROW AGENT, and the successor ESCROW AGENT shall thereupon succeed to all the rights and obligations of the resigning ESCROW AGENT as of the effective date of the resignation.

18.Facsimile signatures shall be considered as valid and binding as original signatures for all purposes under this Agreement.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-No reports

Commissioner O'Brien
-No reports

Commissioner Merrell
-Attended Turning Point's annual "Picnic on the Porch". Very impressed by their facility and organization.

RESOLUTION NO. 14-1152

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONISDERATION OF
AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:45 AM.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-1153

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:27 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners