

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 17, 2015

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

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

1
 RESOLUTION NO. 15-1489

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 14, 2015 AND WORK SESSIONS HELD NOVEMBER 30, AND DECEMBER 14, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 14, 2015 and Work Sessions held November 30, and December 14, 2015; and

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

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 15-1490

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1216, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1216:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1216, memo transfers in batch numbers MTAPR1216 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Adriel School	Job and Family Services Care	22511607-5342	\$6,781.71
PO			
Xylem Water Solutions USA, Inc.	ACWRF	66211903-5328	\$25,000.00

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

5
 RESOLUTION NO. 15-1491

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communications Department is requesting that Jeanette Adair participate in an APCO Public Safety Instructor update training from January 13- February 2, 2016; at no cost.

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

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RESOLUTION NO. 15-1492

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF
NOVEMBER 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of
November 2015.

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

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

7

RESOLUTION NO. 15-1493

RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILE FOR THE USE OF THE
COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE
OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) may find, by resolution of
necessity, that it is necessary to expend county monies for the purchase of a vehicle to be used by the Board,
by any county department, board, commission, office or agency, or by any elected county official or his or her
employees; and

WHEREAS, the Board has before it a request from the Delaware County Prosecutor to expend county monies
for the purchase of one used vehicle for the County Prosecutor’s Office; and

WHEREAS, the Delaware County Prosecutor is recommending the purchase of one new Dodge Grand
Caravan;

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

Section 1. The Board hereby declares that a necessity exists to purchase one used vehicle for the Delaware
County Prosecutor’s office for use by the office staff for transporting victims/witnesses and special events.

Section 2. The Board hereby declares that the make and model of such vehicle is one used 2016 Dodge Grand
Caravan for a total price of \$20,139.50 to be purchased from Performance Chrysler Jeep Dodge Ram of
Delaware.

Section 3. The Board hereby approves a purchase order request for a total of \$20,139.50 to Performance
Chrysler Jeep Dodge Ram of Delaware by Law Enforcement Trust Funds.

Section 4. This Resolution shall take immediate effect upon passage.

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

8

RESOLUTION NO. 15-1494

IN THE MATTER OF ACCEPTING THE GRANT FROM THE OHIO DEPARTMENT OF PUBLIC
SAFETY OFFICE OF CRIMINAL JUSTICE SERVICES FOR DELAWARE COUNTY FAMILY
TREATMENT COURT:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Edward Byrne
Memorial Justice Grant from the Ohio Department of Public Safety, Office of Criminal Justice; and

WHEREAS, the Grants will be used to pay for salaries and benefits,

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware
County Juvenile Court Administrator Katie Stenman to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining
Court Administrator Stenman as the designated official;

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

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Ohio:

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant: 2015-JG-D0100049
Source: Edward Bryne Memorial Grant (JAG)
Grant Period: 01-1-16 thru 12-31-16
Total Grant Amount: \$19,999.41
Local Match: \$59,998.23

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

9

RESOLUTION NO. 15-1495

IN THE MATTER OF ACCEPTING THE GRANTS FROM SOURCEPOINT OF DELAWARE COUNTY FOR THE GUARDIANSHIP VISITATION PROGRAM AND THE SUSPENSION ALTERNATIVE PROGRAM FOR DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the grants from SourcePoint of Delaware County for the guardianship visitation program and the suspension alternative program; and

WHEREAS, the Grants will be used to pay for salaries and benefits,

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Administrator Katie Stenman to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant: SourcePoint of Delaware County – Mini Community – Suspension Alternative Program
Source: SourcePoint of Delaware County
Grant Period: 01-1-16 thru 12-31-16
Total Grant Amount: \$9,040
Local Match: \$0.00

Grant: SourcePoint of Delaware County – Mini Community – Guardianship Project
Source: SourcePoint of Delaware County
Grant Period: 01-1-16 thru 12-31-16
Total Grant Amount: \$8,200
Local Match: \$0.00

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

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RESOLUTION NO. 15-1496

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMA EXECUTIVE BOARD AND THE ELM VALLEY FIRE BOARD TO HOUSE THE DELAWARE COUNTY EMA EMERGENCY RESPONSE GENERATOR AT THE ELM VALLEY FIRE DISTRICT STATION 310:

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

Whereas, the Director of EMA recommends approval of the agreement to house the Delaware County EMA Emergency Response Generator at the Elm Valley Fire District Station 310;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement to house the Delaware County EMA Emergency Response Generator at the Elm Valley Fire District Station 310:

**AGREEMENT TO HOUSE DELAWARE COUNTY EMA EMERGENCY RESPONSE GENERATOR
AT THE ELM VALLEY FIRE DISTRICT STATION 310**

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 17th day of December, 2015, by and among the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County EMA Executive Board (“EMA”), whose address is 10 Court Street, Delaware, Ohio 43015, and the Elm Valley Fire Board (“Fire Board”), whose address is 9821 SR 42 N. Ashley, OH 43003 (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which the Fire Board shall house the EMA Emergency Response Generator within the Fire Board’s Station 332, located at 9821 SR 42 N. Ashley, OH 43003 (the “Facility”).

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon the ratification of all of the Parties hereto and shall continue in effect until December 31, 2016, whereupon it shall automatically renew for successive two year terms, unless terminated in accordance with this Agreement.

ARTICLE 4 – CONSIDERATION

The Parties mutually acknowledge and agree that the purpose of this Agreement furthers the interests of public safety and general welfare by providing for the safe and secure storage of the EMA Emergency Response Generator (the “Generator”), an integral component of disaster coordination for all emergency responders in Delaware County, including the Elm Valley Fire District. Therefore, the Parties agree that no monetary compensation shall be provided under this Agreement.

ARTICLE 5 – FACILITY USE

The Parties understand and agree that this Agreement is for use of the Facility by the EMA as follows:
Apparatus Bay – One bay of the Facility, as designated by the Facility’s Officer in Charge, will be designated as the EMA bay for purposes of storing the Generator.

Facility Access – The Fire Board shall provide EMA personnel with unrestricted access to the Generator, subject to the Fire Board’s Facility security procedures.

ARTICLE 6 – EQUIPMENT USE

Subject to the remaining provisions of this Article, the EMA shall provide designated Fire Board personnel with keys to the Generator and authorizes operation of the Generator for the sole purpose of repositioning or moving the Generator in and out of the apparatus bay. At no time shall Fire Board personnel relocate the Generator offsite without approval of the EMA Director or his/her designee. Only those personnel specifically designated in writing by the EMA may operate the Generator for purposes of this Article. Unless specifically authorized by the Facility Officer in Charge, EMA personnel shall not utilize or borrow any Fire Board equipment.

ARTICLE 7 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The County, the EMA, and the Fire Board agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE 8 – INSURANCE

The Parties certify that, for the full term of this Agreement, they each shall be covered by self-insurance and/or general liability insurance with a combined minimum limit of One Million Dollars (\$1,000,000.00). The

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Parties shall be provided proof of such insurance upon a request made in writing. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 9 – TERMINATION

Any Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Parties. Termination for cause shall be effective immediately upon provision of the written notice. Any Party may terminate this Agreement for convenience upon providing 90 days written notice of termination to the other Parties.

ARTICLE 10 – DISPUTE RESOLUTION

The Parties agree to submit any disputes arising under this Agreement to informal direct negotiations between the EMA Director and the Elm Valley Fire Chief. If a resolution cannot be reached by direct negotiations, any Party may take any action authorized by law to resolve the dispute, but the Parties agree to engage in good faith negotiations prior to any formal legal or administrative action.

ARTICLE 11 – MISCELLANEOUS

A. 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.

B. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement among the Parties, 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.

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

11
RESOLUTION NO. 15-1497

IN THE MATTER OF ACCEPTING THE AWARD OF THE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DELAWARE COUNTY DRUG COURT DOCKET FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the 2015 Justice Assistance Grant for the Drug Court

WHEREAS, the Grant funds a Drug Court probation officer who will supervise the offenders placed on the drug court docket, this includes random drug testing, home visits, office visits, case plan development to ensure compliance, communicate with the Judge and docket team and coordinate information as needed. (The Grant) and

WHEREAS, a local match of \$ 12,500.00 is required for the Grant and will be paid/transferred from fund 10011102; and

WHEREAS, Commissioner Merrell, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Merrell as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2015-JG-D01-6923
Source: Ohio Office of Criminal Justice Services
Grant Period: January 1, 2016 – December 31, 2016

Federal Grant Amount: \$ 4,166.50

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Local Match: \$17,691.05
Total Grant Amount: \$21,858.00

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

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RESOLUTION NO. 15-1498

IN THE MATTER OF ACCEPTING THE AWARD OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the 2015 Edward Byrne Memorial Justice Assistance Grant for the Mental Health Docket.

WHEREAS, the Grant funds a probation officer that supervises misdemeanors and felons at an intensive level who are suffering from mental illness. Offender's placed on the docket meet with the judge every two weeks initially. A treatment team works closely with the judges and offender to ensure the correct service are provided. This grant is a collaboration with Delaware Municipal Court in an effort to reduce the jail population and reduce recidivism; the Grant) and

WHEREAS, a local match of \$ 18,981.00 is required for the Grant and will be transferred from fund 10011102; and

WHEREAS, Commissioner Merrell, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Merrell as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2013-JG-D01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2015 – December 31, 2015
Federal Grant Amount:	\$ 4,166.50
Local Match:	18,981.50
Municipal Match:	18,981.00
Total Grant Amount:	\$ 42,129.00

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

13

RESOLUTION NO. 15-1499

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AMATEUR RADIO ASSOCIATION (DELARA) FOR SPACE ON VARIOUS DELAWARE COUNTY COMMUNICATIONS TOWERS:

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

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Whereas, the 911 Emergency Communications Director recommends approval of a Lease Agreement between The Delaware County Commissioners and The Delaware Amateur Radio Association (DELARA) for space on various Delaware County communications towers;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves a Lease Agreement between The Delaware County Commissioners and The Delaware Amateur Radio Association (DELARA) for space on various Delaware County communications towers:

TOWER LEASE AGREEMENT

This Lease Agreement, is made and entered into this 21st day of November, 2015, by and between Delaware County Commissioners (hereinafter the "Lessor") and Delaware Amateur Radio Association - DELARA (hereinafter the "Tenant"). For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Premises: Lessor hereby leases to Tenant, and Tenant rents and takes from Lessor the following described premises (the "Premises"): space(s) on the various communications towers for Tenant's installation and operation of Tenant's equipment consisting of a Ubiquity 2.4 GHz / 5.6 GHz network node with antenna and associated equipment, (collectively, the "Equipment") and access to AC power from the building.

2. Term: The term of this Lease shall be for a term of five (5) years. At the expiration of the base term of this Lease, the term may be extended at the option of the Tenant in writing signed by both parties, for two (2) additional term(s) of five (5) years each, on the same terms and conditions of this Lease.

3. Rent: In order to provide volunteer public service, the Tennant shall have access to this space at no charge, in exchange that if Delaware County experiences a natural or manmade disaster the Tenant will provide data connectivity for the County via Amateur Radio. Lessor shall provide one 120V outlet for the electrical power required for Tenant's Equipment. Lessor will not provide Internet connection required for Tenant's Equipment. The Tenant will notify Delaware County Emergency Communications Director or designee prior to accessing the property. The heights of the Tenant's Equipment will be agreed upon, however, if in the future the antennas need to be relocated, relocation will be at the expense of the Tenant.

4. Insurance: With respect to and during the term of this lease, Tenant and Lessor shall each maintain in force a policy of commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost bases. Tenant is responsible for insuring or self-insuring Tenant's own personal property.

5. Liability: Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Tenant shall indemnify and hold free and harmless the Lessor and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Tenant, 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.

6. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State of Ohio, without regard to its choice of law provisions. Delaware County, Ohio shall be the forum for any lawsuits or claims arising under this Lease.

7. Termination: The Tenant shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessor and setting forth in such notice the effective date of termination. Upon expiration or earlier termination of this Lease, Tenant shall have thirty (30) days from the date of such expiration or termination in which to remove the Equipment from the Premises.

8. Assignment: This Lease may be assigned, transferred or conveyed by the Tenant only with the written consent of the Lessor, which shall not be unreasonably withheld.

9. Interference: Lessor does not warrant or represent that Tenant will be able to receive from the Premises without interference from or to Lessor or existing tenants. However, if it is determined that Tenant is unable to receive from the Premises without interference from or to Lessor or existing tenants, this Lease will immediately terminate and Tenant will be released from any and all obligations under this Lease. Lessor shall require all subsequent equipment installed at the Premises to avoid interference with Tenant's operations and frequencies and require owners of said subsequent equipment to immediately take appropriate action to eliminate such interference.

10. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion, and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.

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11. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.

12. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, expressed or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.

13. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Tenant shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Tenant chooses to remain on the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Tenant by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Tenant or Lessor. In any event, Tenant's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.

14. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Tenant shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Tenant's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.

15. Holdover: If Tenant remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

16. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.

17. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.

18. Breach by Lessor: Tenant shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term or covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.

19. Surrender: At the expiration or earlier termination of this Lease, Tenant will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Tenant, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

20. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Tenant in accordance with the terms of this Lease.

21. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Tenant to be paid and performed hereunder, the Tenant shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.

22. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

23. Default: Lessor shall, on default with respect to any of the provisions of this Lease by Tenant, provide Tenant with a written notice of any breach of the Lease terms or conditions and Tenant shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Tenant shall have a reasonable time to complete the correction.

24. Access: The Property is equipped with door intrusion detection which is monitored by Motorola Network Monitoring Center and the Delaware County 911 Center. Due to building being monitored and the public safety equipment inside, the tenant must contact the Delaware County 911 Center prior to entering the building at 740.833.2160. Once Delaware County 911 is aware of the tenants' request to access the property the tenant will have a nonexclusive ingress, egress and right of access to the Property. The tenant must also notify the Delaware County 911 Center once work is completed.

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25. **Compliance:** In performing under this Lease, both parties shall comply with all applicable Federal, State and local laws, regulations and ordinances. Each party shall secure at its own expense all licenses, permissions and permits required for performing its obligations under this Lease.

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

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RESOLUTION NO. 15-1500

IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE JEROME TOWNSHIP FIRE DEPARTMENT, UNION COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically 10 Motorola XTS 5000 Model II Portable Radios, Serial Numbers: 721CDG1468, 721CDG 1482, 721CDG1485, 721CJH0836, 721CJH0837, 721CDG1551, 721CJH0834, 721CDG1596, 721CDG1478, 721CDG1476 (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Jerome Township Fire Department has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the sale of the Property to the Jerome Township Fire Department, Union County, Ohio, for the total sum of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Fiscal Officer for the Jerome Township Fire Department, Union County, Ohio.

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

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RESOLUTION NO. 15-1501

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY FALLS EAST SECTION 1; BROOKVIEW MANOR SECTION 1 AND THE INN AT BEAR TRAIL:

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

Olentangy Falls East Section 1

Whereas, the construction of new sanitary sewers at the Olentangy Falls East Section 1 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:

Olentangy Falls East Section 1

1974 feet of 8- inch sewer	\$123,799.55
1944 feet of 10-inch sewer	\$334,517.15
17 ea.- manholes	\$ 57,414.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. 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.

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Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

Brookview Manor Section 1

Whereas, the construction of new sanitary sewers at the Brookview Manor Section 1 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:

Brookview Manor Section 1

1183 feet of 8- inch sewer	\$75,053.00
530 feet of 15- inch sewer	\$54,165.00
1318 feet of 18- inch sewer	\$91,574.00
400 feet of 21- inch sewer	\$50,035.00
14 ea- manholes	\$36,400.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. 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.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

The Inn at Bear Trail

Whereas, the construction of new sanitary sewers at The Inn at Bear Trail 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:

The Inn at Bear Trail

1,072 feet of 8- inch sewer	\$57,534.39
5 ea.- manholes	\$ 7,286.60

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. 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.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

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RESOLUTION NO. 15-1502**IN THE MATTER OF APPROVING THE SANITARY SEWER EXTENSION AGREEMENT FOR NORTH FARMS OFF-SITE SEWER – PHASE 2:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sewer Extension Agreement for North Farms Off-Site Sewer – Phase 2;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Extension Agreement for North Farms Off-Site Sewer – Phase 2:

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

THIS AGREEMENT executed on this 17th day of December 2015, by and between **North Farms, LLC** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Sanitary Sewer Improvement Plan for **North Farms Off-Site Sewer – Phase 2**, is governed by the following considerations and conditions, to wit:

The 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 the **North Farms Off-Site Sewer – Phase 2**, approved by the County Board Commissioners on **November 30, 2015**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

SECTION II: CAPACITY

There are **0** single family residential equivalent connections approved with this AGREEMENT. Capacity reservation is non-applicable to this agreement. Reservation of any sewer taps constructed with this improvement will be reserved at such time as the corresponding lots for the constructed taps are platted.

SECTION III: FINANCIAL WARRANTY

SUBDIVIDER shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties in the amount of **\$85,000.00** which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance for the construction of the portion of sanitary sewer which crosses North Road and in accordance with the Subdivision Regulations of Delaware County, Ohio.

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 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.

SECTION IV: FEES

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 (**\$8,478.73**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$20,625.00** estimated to be necessary to pay the cost of inspection for **North Farms Off-Site Sewer-Phase 2** 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 \$1200.00 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 \$1200.00 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.

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In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services as required by the County.

SECTION V: CONSTRUCTION

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 indemnify and save harmless the County, Townships, Cities, 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 the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements 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 Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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 to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the 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.

SECTION VI: EASEMENTS

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 Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval 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, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

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 Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the 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 and/or the City of Powell. 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.

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- (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 the 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 the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

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.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant 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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 15-1503

IN THE MATTER OF ACCEPTING EASEMENTS FOR SANITARY SEWER PURPOSES FROM VERONA, LLC:

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

WHEREAS, Sanitary Easements are required for the construction of the Verona Phase 1 within the City of Powell; and

WHEREAS, Verona, LLC has provided the easements for sanitary sewer as shown on the plat for Phase 1 of the development;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by Verona, LLC.

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

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

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RESOLUTION NO. 15-1504

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM EUGENE P. LINTON AND MICHELLE A. LINTON:

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

WHEREAS, Sanitary Easements are required for the lot split of parcel number: 316-110-02-044-000, at the corner of Trenton Road and Green-Cook Road; and

WHEREAS, Eugene P. Linton and Michelle A. Linton have provided an easement for sanitary sewer purposes as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Eugene P. Linton and Michelle A. Linton.

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

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

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RESOLUTION NO. 15-1505

**IN THE MATTER OF ACCEPTING EASEMENTS FOR SANITARY SEWER PURPOSES FROM
EPCON MAXTOWN, LLC:**

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

WHEREAS, Sanitary Easements are required for The Courtyards at Maxtown development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by Epcon Maxtown, LLC.

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

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

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RESOLUTION NO. 15-1506

**IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE PROJECT KNOWN AS THE
CDBG PY2014 ACTIVITY 3 GALENA VILLAGE HALL ADA RESTROOMS:**

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

WHEREAS, the Board of Delaware County Commissioners approved an the Program Year 2014 Small Cities Community Development Block Grant Agreement B-F-14-1AT-1 with the Ohio Development Services Agency per Resolution No. 14-1479; and

WHEREAS, Rezod LLC accepted and was awarded the bid for the project on October 1, 2015 per Resolution 15-1178; and

WHEREAS, Rezod LLC submitted Change Order #1 resulting in the credit of \$2,390.00; and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Galena jointly recommend approving the change order for the project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, hereby approve the change order for CDBG PY2014 Activity 3 Galena Village Hall ADA Restrooms.

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

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**DEBBIE SHATZER,
EXECUTIVE DIRECTOR DELAWARE COUNTY CONVENTION & VISITORS BUREAU**

**PRESENTATION:
ANNUAL REPORT DELAWARE COUNTY CONVENTION & VISITORS BUREAU**

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**ADMINISTRATOR REPORTS
-No reports**

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**COMMISSIONERS’ COMMITTEES REPORTS
Commissioner Lewis**

-Attended a re-entry assimilation presentation. Was invited by Marilyn Brown, Franklin County Commissioner

Commissioner Benton

**-Attended the DKMM meeting yesterday
-Attended the SourcePoint annual meeting yesterday**

Commissioner Merrell

**-Also attended the DKMM meeting and SourcePoint meetings.
-Mentioned an email about supplying fiber for DD.
-DKMM mentioned bins the county owns and would like ownership transferred to DKMM. Will plan on a resolution to do just that
-Regional Planning Commission will meet tonight at 7:00 PM**

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RESOLUTION NO. 15-1507

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:32 AM.

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

RESOLUTION NO. 15-1508

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:35 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners