

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MAY 23, 2016

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

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

1:30 PM Viewing For Consideration Of The Pointe At Scioto Reserve Phase 1 & 2 Drainage Improvement Petition

1
RESOLUTION NO. 16-496

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 19, 2016; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-497

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0520:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0520, Procurement Card Payments in batch number PCAPR0520 and Purchase Orders as listed below:

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

5
**TREASURER JON PETERSON,
 COUNTY LAND REUTILIZATION PROGRAM PRESENTATION
 WITH ROBIN THOMAS AND JIM ROKAKIS**

6
RESOLUTION NO. 16-498

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR THE 2016 DEL-COUNTY ROAD IMPROVEMENT PROGRAM:

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

**2016 DEL-County Road Improvement Program
 Bid Opening of May 3, 2016**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project. A copy of the bid tabulation is available for your information; and

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Whereas, also available are two copies of the Contract with The Shelly Company for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Shelly Company for the project known as 2016 DEL-County Road Improvement Program, Resurfacing Various County and Township Roads.

CONTRACT

THIS AGREEMENT is made this 23rd day of May, 2016 by and between **The Shelly Company, 80 Park Drive, Thornville, Ohio 43076**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"2016 DEL-County Road Improvement Program, Resurfacing Various County And Township Roads"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Four Million Two Hundred Ninety-Six Thousand Four Hundred Ninety-Nine Dollars and Four Cents (\$4,296,499.04)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

7
RESOLUTION NO. 16-499

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES CONTRACT NO. 2016-1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND RESOURCE INTERNATIONAL, INC. FOR SERVICES AS LISTED IN THE SCOPE BELOW:

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

**GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO
Scope of Services**

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

Roadway Design

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Plan Review
Intersection Design
Drainage Design
Traffic Studies
Structural Design and Review Services
Field Surveying
Geotechnical Services
Bridge Inspection

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be twenty-four months from the authorization date of the agreement.

The total amount of this agreement shall not exceed \$150,000.00

Whereas, the County Engineer recommends approval of General Engineering Services Contract No. 2016-1 between the Delaware County Board of Commissioners and Resource International, Inc. as follows:

ENGINEERING SERVICES AGREEMENT

This Agreement is made and entered into this 23rd day of May, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Resource International, Inc., 6350 Presidential Gateway, Columbus, Ohio 43231 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Prime Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services" in connection with the following "Project":
Delaware County General Engineering Services Contract 2016-1
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Delaware County General Engineering Services 2016-1 Scope of Services dated 1-22-16

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1 and as follows:
- 4.2 For all task order requests made by the Project Manager, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The Project Manager shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed One Hundred Fifty Thousand Dollars and no cents (\$150,000.00) without subsequent modification.

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- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Robert M. Riley, P.E., P.S.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: rriley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Marcia Lampman

Address of Firm: 6350 Presidential Gateway

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-823-4949

Project Contact Email: Jerry F. Mills, P.E. (jerrym@resourceinternational.com)

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the County Engineer and shall complete the work as specified in the Authorization.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of work to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, 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.
- 12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

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- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant 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. Consultant 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

8
RESOLUTION NO. 16-500

IN THE MATTER OF AUTHORIZING PARTICIPATING IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 4800 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will

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respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized subject to future appropriation, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract, and that the County Engineer is authorized to act on behalf of the Board to administer this agreement.

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

9
RESOLUTION NO. 16-501

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

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

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

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

Permit #	Applicant	Location	Type of Work
U16-080	Frontier	Bean Oller Road	Bury Cable in ROW
U16-081	Aspire Energy	S. County Line Road	Road Bore
U16-082	Columbia Gas	Orange Center Dr.	Tie into existing gas main

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

10
RESOLUTION NO. 16-502

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2017 VAGENE445
Source: VOCA- Ohio Attorney General
Grant Period: October 1, 2016 – September 30, 2017

Federal Grant Requested Amount: \$ 136,998.44
Local Match: \$ 34,249.61
Total VOCA Grant Amount: \$ 171,248.05

Grant # 2017 SAGENE445
Source: SVAA- Ohio Attorney General
Grant Period: October 1, 2016 – September 30, 2017

State Grant Requested Amount: \$ 2,106.01
Local Match: .00
Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$ 173,354.05

The authorization of us to apply for this grant allows us to continue to employ our Victim Services Director, Victim Services Assistant and Civil Protection Order Specialist. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

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11

RESOLUTION NO. 16-503

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES 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 Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile 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 Juvenile and Probate to expend county monies for the purchase of one new transport vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new transport vehicle for use by the Juvenile and Probate Court.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2017 Ford Interceptor SUV.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS900616-OC, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$27,624.00 from StateWide Ford-Lincoln.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 16-504 WAS NOT UTILIZED.

13

**JOSH PEDALINE AND KARLA HERRON
OFFICE UPDATE, DELAWARE COUNTY BOARD OF ELECTIONS**

14

RESOLUTION NO. 16-505

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY BOARD OF ELECTIONS AND ELECTION SYSTEMS & SOFTWARE, LLC. FOR ADDITIONAL VOTING MACHINES FOR THE DELAWARE COUNTY BOARD OF ELECTIONS:

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

Whereas, the Director and Deputy Director for the Board of Elections recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Election Systems & Software, LLC. for additional voting machines for the Delaware County Board of Elections:

Contract

1. Introduction. This Agreement is entered into this 23rd day of May 2016 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Board of Elections, Delaware County, Ohio ("BOE"), whose principal place of business is located at 2079 US Hwy. 23 N., Delaware, Ohio 43015. (Board

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and BOO collectively "Customer), and Election Systems & Software, LLC. ("ES&S"), whose principal place of business is located at 11208 John Gait Blvd., Omaha, Nebraska 68137-2364 (individually "Party, Collectively Parties").

2. Purpose. The purpose of this Agreement is to state the covenants and conditions under which ES&S will sell and/or license to the Customer and the Customer will purchase and/or license from ES&S the ES&S Equipment and ES&S Software described on page 1 of the Sales Order Agreement ("Reverse Side").

3. Purchase/License Terms. Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the Reverse Side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the Reverse Side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount net forth on the Reverse Side for the ES&S Equipment, The consideration for ES&S' grant of the license for the ES&S Firmware Is included In the cost of the ES&S Equipment.

4. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for Its bona fide employees to use the ES&S Software, described on the Reverse Side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation ("Documentation") in Delaware County, Ohio ("Jurisdiction") while Customer Is using the ES&S Equipment. The licenses allow such employees to use and copy the ES&S Software and ES&S Firmware (In object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section 4 do not permit Customer to use the source code for the ES&S Software or ES&S Firmware.

5. Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Except as otherwise required by law, cause or permit any use, display, loan, publication, transfer of possession, sublicensing or Other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Except as otherwise required by law, allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary Intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

6. Term of Licenses. The licenses granted in Section 4 shall commence upon the delivery of the ES&S Software described in Section 4. The licenses shall survive the termination of all other obligations of the parties under this Agreement, provided, however, that ES&S may terminate either license If Customer fails to pay the consideration due for, or breaches Sections 4 or 5 with respect to, such license. Upon the termination of either of the licenses granted In Section 4 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (Including any and all copies thereof) to ES&S. or (if requested by ES&S), except as otherwise required by law, destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

7. Updates. - During Warranty Period, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together With appropriate Documentation ("Updates'), one schedule defined by ES&S. Customer Is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may Install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at Its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, If such training Is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that Is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes In the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to change in State or local law.

8. Delivery: Risk of Loss. The Estimated Delivery Dates set forth on the Reverse Side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of each revision. Risk of loss for the Equipment and Software shall pass to Customer when such Items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty Insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

9. Warranty. ES&S shall warrant the ES&S Equipment, ES&S Software, and ES&S Firmware

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as follows;

a. O.R.C. fi 3506.1101121 Warranty/Bond Requirement. ES&S shall provide the warranty/guarantee and post bond with the Board as required by O.R.C. § 3500.10(P). The warranty/guarantee shall be in writing and be for the length of time and provide coverage as required by O.R.C. § 3506.10(P). The bond shall provide coverage end in all respects fully comply with the requirements of O.R.C. § 3506.10(P). The amount of the bend shall be no less than the amount required by O.R.C. §3506.10(P).

b. Five (5) Year Warranty on ES&S Equipment, ES&S Software, and ES&S Firmware. In accordance with O.R.C. § 3506.10(P), ES&S warrants that for a five (5) year period (the 'Warranty Period'), it will repair or replace any component of the ES&S Equipment, ES&S Software, and/or ES&S Firmware which, while under normal use and service: (I) falls to perform In accordance with Its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced Item of ES&S Equipment, ES&S Software, and/or ES&S Firmware shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment, ES&S Software, end/or ES&S Firmware will become the property of ES&S. This warranty is effective provided (I) Customer promptly notifies ES&S of the failure of performance or defect and Is otherwise In compliance with its obligations hereunder, (II) the ES&S Equipment, ES&S Software, and/or ES&S Firmware to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (ill) the ES&S Equipment, ES&S Software, and/or ES&S Firmware to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which Is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer. Including ads of God, fire, riots, acts of war, terrorism or Insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update, or the second most recent update, provided to It by ES&S.

This warranty is void for any units of ES&S Equipment, ES&S Software, and/or ES&S Firmware which: i) have not been stored or operated in a temperature range according their specifications, ii) have been severely handled so as to cause mechanical damage to the unit, or (ii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A.

C. Bond. In accordance with O.R.C. § 3505.10(P), ES&S shall posts bond In the amount of \$6,760.00 (146 Precincts x \$60 (coat of recount per precinct per SOS Advisory 2015.01), which shall be sufficient to cover the cost of any recount or new election resulting from or directly related to the use or malfunction of the ES&S Equipment during the Warranty Period, ES&S Software, and/Or ES&S Firmware, accompanied by satisfactory surety, all as determined by the Ohio Secretary of Stale ("SOS"), with the Board, guaranteeing and securing that the ES&S Equipment, ES&S Software, and/or ES&S Firmware have been and continue to be certified by the SOS in accordance with O.R.C. § 3506.05, comply fully with the requirements of O.R.C. § 3508.10, and will correctly, accurately, and continuously register and record every vote cast, and further guaranteeing the ES&S Equipment, ES&S Software, and/or ES&S Firmware against defects In workmanship and materials for a period of five (6) years from the date of their acquisition.

d. Exclusive Remedies ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation Of Liability. Neither party shall be liable for any Indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising Out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. Except for the bond required by and provided to the Customer by ES&S pursuant to O.R.C. § 3506.10(P), ES&S' total liability to Customer arising Out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment, ES&S Software, end/or 0555 Firmware to achieve Customer's intended results; (b) the use of the ES&S Equipment, ES&S Software, and/or ES&S Firmware; (c) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment, ES&S Software, end/or ES&S Firmware; or (e) user errors, voter errors or problems encountered by any Individual that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid In settlement or fee that is caused by (y) Customer's failure to timely or property Install and use the most recent update, or the second most recent update, provided to It by ES&S or (z) Customers election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

11. Proprietary Rights. Customer acknowledges and agrees as follows: -
ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and at other technical information associated with the ballots to he used With the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified In this Agreement ES&S also owns all patents, trademarks, copyrights, trade names and Other proprietary or intellectual property In, or used In connection with, the aforementioned Items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other Intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

12, Indemnification. ES&S shall provide Indemnification as follows:

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a. To the tallest extent of the law and without limitation. ES&S agrees to and shall Indemnify and hold free and harmless the Board, the BCE, Delaware County, Ohio. and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, - damages, tosses, coals, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, Injury, bodily Injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, Intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to ES&S's or any subcontractor's performance of this Agreement or the actions, Inactions, or omissions of ES&S or any subcontractor, Including, but not limited to the performance, actions, inactions, or omissions of ESSS's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively 'Contracted Parties'.) ES&S agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ES&S shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, coats, and expenses. ES&S further agrees that in the event of or should any such actions, claims, suite, or demands be brought against the Indemnified Parties. that ES&S shall pay, settle, compromise and procure the discharge of any and all judgments, damages, tosses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney's fees,

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

13. Infringement. Except as specifically set forth herein, ES&S shall pay all royalties, licensing, and registration fees permitting the Customer the free, uninterrupted, and unobstructed use of all and/or any portion of the ES&S Equipment, ES&S Software, and ES&S Firmware which Is/are owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted.

In the event that either of the Parties has or gains knowledge that use of the ES&S Equipment, ES&S Software, and/or ES&S Firmware 1) actually or 2) potentially infringes on the ownership of any owned, protected, licensed, trademarked, patented, non-patented, end/or copyrighted software, product, or service ("Protected Item"), ES&S shall, as applicable, take all of the following actions:

a. At no cost to the Customer, secure the rights to possess or use the infringing or potentially infringing ES&S Equipment, ES&S Software, and/or ES&S Firmware so that the Customer may continue 'to have free, uninterrupted, and unobstructed use of such Equipment, Software, and/or Firmware.

b. If ES&S is unable to secure such rights, ES&S shall immediately provide to the Customer, at no cost to the Customer, substitute equipment, software, and/or firmware that, in the sole opinions of the SOS and Customer. performs the same function and is of the same quality as the originally provided ES&S Equipment, ES&S Software, and ES&S Firmware or refund to the Customer the depreciated amount paid by Customer for the Voter tabulation system under this Agreement (as determined in accordance with GAAP.). In the event of such a substitution or refund, nothing shall prevent or limit the Customer from pursuing any action against ES&S, the provided bond, and/or the surety for damages suffered by the Customer. The amount of damages under this Section 13 shall not be limited by the limitations imposed by Section 10 of this Agreement.

To the fullest extent of the law and without limitation, ES&S agrees to and shell indemnify and hold tree and harmless the indemnified Parties from any and an actions, claims, sulfa, demands, Judgments, damages, losses, costs, tines, penalties, fees, and expenses. including, but not United to attorney's fans, arising out of or resulting from any infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, end/or copyrighted equipment, software, firmware, product, service, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the ES&S Equipment, ES&S Software, and ES&S Firmware, including the use or possession of the same by the Indemnified Parties both during and after the performance of the Agreement and/or providing the ES&S Equipment, ES&S Software, and ES&S Firmware. ES&S egress that in the event of or should any such actions, claims, suite, or demands be brought against the indemnified Parties that ES&S shell, at its own expanse, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, fines, penalties, and expenses. ES&S further agrees that In the event of or should any such actions, claims, suits, or demands be brought against the indemnified Parties, that ES&S shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, lines, penalties, and expenses, Including, but not limited to attorney's fees. Notwithstanding the foregoing, In no event shalt ES&S be liable to any indemnified Parties nor shell ES&S be obligated to indemnify any indemnified Parties if the cause of such infringement to the ES&S Equipment, ES&S Software or ES&S Firmware Is as a result of the indemnified Parties' (i) failure to timely or properly Install and use any Update provided to it by ES&S; (ii) use of any ES&S Equipment, ES&S Software or ES&S Firmware in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment, ES&S Software or ES&S Firmware; or (iii) modification or alteration of any item of ES&S Equipment, ES&S Software or ES&S Ftrmwam without the prior written consent of ES&S.

14. Insurance. ES&S shall carry and maintain insurance as follows:

ES&S shell carry and maintain current throughout the life of the Agreement, without lapse, such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal Injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Said insurance shell, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall also

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provide coverage in an amount that is bath standard in the industry and adequate to protect ES&S and the indemnified Parkas against any and all liability or damages arising from the equipment, products, end/or services provided under the Agreement.

Prior to commencement of this Agreement, ES&S shall present to the ROE current certificates of Insurance for the above required policy(ies) of Insurance.

The Board, the DOE, and Delaware County, Ohio shall be named as "Additional Insured" on the policy(ies) listed above.

ES&S shall be responsible for any and all premiums for an required policy(ies) of Insurance.

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

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

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

If there in any change in Insurance carrier or liability amounts, anew certificate of insurance must be provided to the DOE within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policy(ies) as required above, the Costumer shall retain any and all such other and further rights and remedies as are available at law or in equity.

15. Worker's Compensation Insurance, ES&S shall carry and maintain throughout the life or the Agreement Workers Compensation Insurance as required by Ohio law and any other state in which work with be performed. ES&S shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the Customer may request proof of such insurance. Proof of such insurance shall be promptly provided upon its request.

16. Invoice. ES&S shall submit proper invoices to the Customer invoices shall be Itemized and detailed.

ES&S shall submit hard copies of proper invoices directly to the Customer as follows:

Board of Elections

Delaware County, Ohio c/o Karla Herron

2079 US Hwy, 23 N. P.O. Box 80116

Delaware, Ohio 43015

ES&S shall support all costa by property executed payroll, time records, invoices, contracts, and/or vouchers.

The Customer shall have thirty (30) days after receipt of e proper Invoice from ES&S to pay such Invoice.

Defective invoices shall be returned to ES&S noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice. -

The date of the warrant issued in payment shall be considered the date payment is made. Payment shall not be initiated before a proper invoice is received by the Customer.

Payment shall be made to ES&S under ES&S federal employer Identification number and only as provided for in this Agreement

17. Taxes. The Customer is a political subdivision and tax exempt. ES&S shall not charge the Customer any tax for which such exemption applies and agrees to be responsible for all tax liability for which the Customer Is exempt that accrues as a result of this Agreement and the products and/or services that ES&S provides to the Customer pursuant to this Agreement, The Customer shall, upon request, provide ES&S with proof of exemption.

18. Termination, This Agreement may be terminated as follows:

a. Termination for the Convenience. The Customer may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to ES&S.

b. Breach or Default: Upon breech or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time, but in no event less than thirty (30) days. if the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be Immediately terminated. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

c. Waiver., The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences, The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies, if any of the Parties fails to perform an obligation or obligations under this Agreement and such failure(s) is (am) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that ES&S shall be entitled to receive compensation for any equipment and/or services satisfactorily performed hereunder through the date specified on the notice as the effective data of termination. If the Agreement is terminated pursuant to this Section, ES&S shall have no cause Of action against the Customer except for a cause of action for non-payment for equipment, software, and/or firmware provided end/or services rendered prior to the effective date of termination. In no event will the Customer be obligated to pay for any equipment, software, firmware and/or services not actually provided to the Customer end/or performed for the Customer by ES&S.

Termination provisions relevant to termination of Witift A, are contained in Exhibit A.

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19. Disputes.

a. Payment of Undisputed Amounts, in the event of a dispute between the parties regarding (a) product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment. Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 50 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, with prior notice to Customer, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

20. Assignment. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither Party may assign or transfer this Agreement without the prior written consent of the other Party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

21. Subcontracting. With the prior written consent of the Customer, ES&S may subcontract all or any portion of this Contract. ES&S shall continue to act as the prime contractor for all subcontracted portions of the Agreement and shall assume full responsibility for the performance of the Agreement. ES&S will remain the sole point of contact and shall be ultimately responsible for the performance of the Agreement.

22. Compliance with Laws. In performing its obligations or enjoying its rights under this Agreement, each Party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment, Firmware, and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. Maintained or upgraded shall mean only such changes to individual items of the Licensed Software (but Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment, Firmware, and/or Licensed Software to remain compliant with applicable laws and regulations.

23. State Recertification. In the event that any future state certification or recertification's are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software, Firmware, and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment, Firmware, and/or Licensed Software that may result from such future state certifications or recertification's.

Customer's pro-rata share of the costs included under subsections 23(11) and 23(6) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment, Firmware, and/or Licensed Software purchased and licensed by Customer under this Agreement.

24. Independent Contractor (or, ES&S agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

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

ES&S and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefit enjoyed by employees of the Customer or Delaware County, Ohio.

25. Independent Contractor Acknowledgment No Contribution to OPERS. The Customer and Delaware County, Ohio (for purposes of this section collectively 'County') are public employers as defined in R.C. § 145.01(D). The County has classified ES&S as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of ES&S and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. ES&S acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If ES&S is an individual or has less than five (5) employees, ES&S, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS

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independent Contractor Acknowledgement Form ('form'). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Agreement The Customer shall retain the completed Form(s) and immediately transmit copies of it/them to OPERS.

If ES&S has five ('5') or more employees ES&S, by signature of its representative below, hereby certifies such fact in lieu of completion the form.

(signature date signed here 3-7-2016)

Printed name

Title

26. Certification Regarding Findings for Recovery ES&S hereby certifies that it is not subject to any current unresolved findings for recovery issued by the Ohio Auditor of State

(signature date signed here 3-7-2016)

Printed name

Title

27. Drug Free Environment. ES&S agrees to comply with all applicable elate and federal laws regarding drug-Free environment and shall have established and have in place a drug free environment policy. ES&S shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

28. Equal Opportunity/Non-Discrimination/Civil Rights. In fulfilling the obligations and duties of this Agreement, ES&S certifies and agrees as follows:

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

b. ES&S, all subcontractors, and/or any person acting on behalf of ES&S or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender Identity, or military status as defined In section 4112.01 of the Revised Code, national origin, or ancestry.

ES&S shall ensure that applicants are hired and that employees are treated during employment without regard to any of the above listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ES&S agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ES&S complies with at applicable federal and stale non-discrimination laws.

ES&S shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

29. Accessibility. In fulfilling the obligations and duties of this Agreement, ES&S certifies and agrees as follows:

a. ES&S, all subcontractors, and/or any person acting on behalf of ES&S or any subcontractor shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.

b. ES&S, all subcontractors, and/or any person acting on behalf of ES&S or any subcontractor shall comply with any and all applicable federal, state, and/or local law mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.O 794), all requirements Imposed by the applicable HI-IS regulations (45 CFR 8;4) and all guidelines and Interpretations issued pursuant thereto.

30. Licensing ES&S certifies and warrants that it and/or Its employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licensee") necessary to perform this Agreement and provide all of the equipment, software, and firmware required pursuant to this Agreement and to conduct business in the State of Ohio. ES&S further certifies and warrants that all such Licenses are operative and currant and have not been revoked or are not currently suspended for any reason. Al any time throughout the life of the Agreement, the Customer may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

31. Contract. Maximum. Its expressly understood and agreed that in no event shalt the total amount to be paid to ES&S pursuant to this Agreement exceed the maximum of Forty-Six Thousand Eight Hundred Seventy-Five Dollars and No Cents (\$46,875.00), unless modified through an amendment to the Agreement by the Parties.

32. Authority. The Customer is authorized by, Including, but not limited to, O.R.C. §3506.03 to enter this Agreement

33. Competitive Bidding Not Required, The Customer was not required to competitively bid this purchase pursuant to. Including, but not limited to, O.R.C. §307.86(B)(1) and (2) and 3506.03.

34. Campaign Finance - Compliance with ORC §3517.13. Ohio Revised Coda Section 3517.13 1(3) and J(3) requires that no political subdivision shalt award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars ma calendar year or services with a coat aggregating more than ten thousand dollars in a calendar year to a corporation, business trust Individual, partnership or other unincorporated business, association, Including, without limitation, a professional association organized under Chapter 1765 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the Individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ES&S, therefore, in required to complete the attached certificate/affidavit entitled 'Certification Affidavit In Compliance With O.R.C. Section 3517.13.' Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit C and by this reference made s part of this Agreement.

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35. Government 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.

36. Severability. If any provision of this Agreement Is held to be invalid or unenforceable by a court of competent Jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

37. Conflict, in the event of a conflict between this Agreement and Exhibit A or Schedule A1, this Agreement shall prevail.

38. Incorporation of Exhibits and Attachments. The following Exhibits and Attachments are made a part of this Agreement and by this reference are folly Incorporated herein as if fully re-written and Inserted here: -

Exhibit A

- Schedule A1
- Exhibit B - Independent Contractor/Worker Acknowledgement (OPERS Form)
- Exhibit C – Certification/affidvit In Compliance with O.R.C. Section 3517.13 (Campaign Finance Form)
- Bond provided by ES&S as required by O.R.C. § 3506.10(P)
- Continuation of Signature Page
- Auditors Certification (RC 5705.41(D))

39. Access to Records. At any time, during regular business hours, with reasonable notice and as often as the Customer, the Comptroller General of the United States, the State, or other agency or Individual authorized by the Customer may deem necessary, ES&S shall make available to any end/or all the above named parties or their authorized representatives, all subcontracts, Invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all Other Information or data relating to all matters covered by this Agreement. The Customer and the above named parties shall be permitted by ES&S to Inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all mutters covered by this Agreement.

40. Retention of Records, ES&S, for a minimum of three (3) years after reimbursement/compensation for equipment and/or services rendered under this Agreement, agrees to retain and manuals, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Agreement if an audit, litigation, or other action is initiated during the term of this Agreement, ES&S shall retain and maintain, and assure that all of Its subcontractors retain and maintain, such records until the action Is concluded and all issues are resolved or the three (3) years have expired, whichever Is later.

41. Notices. All notices, consents, end/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duty given If personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

County:

Board OF Elections Delaware County, Ohio do Karla Herron 2079 US Hwy. 23 N. P.O. Box 0006
Delaware, OH 43015

Facsimile: (740) 833-2079

Email: kherronco.delaware.oh.us

ES&S:

Election Systems & Software. LLC

Office of General Counsel 11020 John Gall Boulevard Omaha, Nebraska 88137

Facsimile: (402) 970-1291

Email: eaandersonossvote.com

42. Personal Property Taxes. ES&S hereby certifies that it is not charged with delinquent personal property in Delaware County, Ohio, or any other counties under the taxing districts under the jurisdiction of the Auditor of

Delaware

Signature Date (3/7/2016)

Printed name

Title

43. Survival. The provisions of Sections 3-7, 9-15, 19(b), and 20-23 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

44. Headings. The subject headings of the paragraphs in this Agreement are Included for purposes of convenience only and shall not affect the construction or Interpretation of any of its provisions.

45. Drafting. This Agreement shall be deemed to have been drafted by both Parties and no purposes of Interpretation shall be made to the contrary.

46. Entire Agreement, This Agreement, including all exhibits hereto, shall be binding upon and Inure to the benefit of the Parties and their respective representatives, successors and assigns. This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties; shell 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.

47. Signature. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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48. Counterparts, This Contract may be executed in counterparts.

**EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)**

**ARTICLE I
GENERAL**

1. Term. This Exhibit A for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the Initial Term').
2. Renewal. Upon expiration of the Initial Term, this Exhibit A, upon written agreement of the Parties, may be renewed for an unlimited number of successive One-Year Periods (each a "Renewal Period") subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
3. Termination. This Exhibit A may be terminated by the first to occur of (a) either Party's election not to renew, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.
4. Fees. In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fee shall be comprised of (I) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit P. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software Maintenance and Support plan coverage.
5. Contract Maximum. It is expressly understood and agreed that in no event shall the total amount to be paid to ES&S for Hardware Maintenance and Software Maintenance and Support Services under this Exhibit A exceed the maximum of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) for the Initial Term.

ARTICLE II HARDWARE

1. Maintenance Services. The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the Products") shall be subject to the following terms and conditions:
 - a. Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted (Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each Twelve (12) Months during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.
 - b. Repair Services.
 - (i) Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to

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restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

(ii) Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. Timing. The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. Loaner Unit At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

C. Exclusions. ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. Sole Provider; Access. Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. Storage. When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 500 to 1040 and the moisture range should be 10% to 50% relative humidity.

f. Reinstatement of Hardware Maintenance Services: Inspection. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems

reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

**ARTICLE III
SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

Services Provided. ES&S shall provide software maintenance and support services (Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable the ES&S Software to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. Updates. During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 7 of the General Terms.

3. Conditions. ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or

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Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the Parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support services.

Schedule A1

Pricing Summary

Summary:

Total Maintenance Fees for the Initial Term: TBD

Terms & Conditions:

Note 1: Initial Term begins upon expiration of the Warranty Period and continues through the first anniversary thereof.

Note 2: ES&S shall invoice Customer thirty (30) days prior to due date. Invoiced amount(s) shall be due and payable no later than thirty (30) days prior to the beginning of the Initial Term.

Note 3: The Customer is a political subdivision and tax exempt. ES&S shall not charge the Customer any tax for which such exemption applies and agrees to be responsible for all tax liability for which the Customer is exempt that accrues as a result of this Agreement and the products and services that ES&S provides to the Customer pursuant to this Agreement. The Customer shall, upon request, provide ES&S with proof of exemption.

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: (Expiration of the Warranty Period through the first anniversary thereof)

Qty	Description	Coverage Period	Annual Maintenance fee per unit	Maintenance Fee In Total
25	15" iVotronic Terminal	Year 1	TBD	TBD

Total Hardware Maintenance Fees for the Initial Term TBD

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12- month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3; Customer's Designated Location: Delaware County, Ohio

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew assuming Exhibit A is renewed as set forth in Article I, Section 2.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

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- Use of a checklist tailored for each piece of ES&S Equipment.
 - Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.
5. Repair Services.
- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
- Customer has access to the ES&S Help Desk for assistance.
 - The customer receives priority on service calls.
 - The customer receives priority on response time.
 - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

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

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RESOLUTION NO. 16-506

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR VINMAR VILLAGE SECTION 2:

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

WHEREAS, the Executive Director recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Vinmar Village Section 2:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 23rd day of May, 2016, by and between **Vinmar Investments Limited**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Final Subdivision Plat for Vinmar Village Section 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Vinmar Village Section 2 Sanitary Sewer Improvements**, dated **April 18, 2016**, and approved by the County on **April 25, 2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **34** 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 is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$145,937.30**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved

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financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option ____ for this project.

Initials _____

Date _____

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 Improvements for **Vinvar Village Section 2 Sanitary Sewer Improvements**.

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 of **Vinmar Village Section 2 Sanitary Sewer Improvements (\$5107.80)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$12,375.00** estimated to be necessary to pay the cost of inspection for **Vinmar Village Section 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 Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Vinmar Village Section 2 Sanitary Sewer Improvements** 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.

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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.
- (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

16

RESOLUTION NO. 16-507

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR NELSON FARMS SOUTH:

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It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plan for Nelson Farms South for submittal to the Ohio EPA for their approval.

WHEREAS, the Executive Director recommends the sanitary sewer improvement plan for Nelson Farms South for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plan for Nelson Farms South for submittal to the Ohio EPA for their approval.

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

17

RESOLUTION NO. 16-508

RESOLUTION OF NECESSITY FOR PURCHASE OF EQUIPMENT FOR THE USE OF THE REGIONAL SEWER DISTRICT, ALONG WITH TRADE IN:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase of equipment to be used by the Regional Sewer District; and

WHEREAS, the Board has before it a request from the Regional Sewer District to expend county monies for the purchase of equipment; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the equipment is available for purchase via the State of Ohio's cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase new equipment for use by the Regional Sewer District, it being required to expand and improve TV inspection services of the existing sanitary sewer system.

Section 2. The Board hereby declares that the make and model of such vehicle is a Ford E-450-DRW Cutaway Mounted Mainline TV Inspection Summit System with Cues equipment for a total price of \$234,391.29, less any credits authorized in Sections 4 and 5 herein.

Section 3. The Board hereby declares that the purchase of said equipment will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # 800001, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby authorizes the sale of the 1998 camera truck, VIN number 1FDKE37L4VHA80631, to vendor for the price of \$15,000.00 as a credit on the purchase price stated in Section 2.

Section 5. The Board hereby authorizes the sale of the 1984 jetter, VIN number 1FDXK74N9EVA51963, to vendor for the price of \$3,000.00 as a credit on the purchase price stated in Section 2.

Section 6. The Board hereby approves a purchase order request for a total of \$216,391.29 to M Tech Company in Cleveland, Ohio from 66211901-5450.

Section 7. This Resolution shall take immediate effect upon passage.

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

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RESOLUTION NO. 16-509

IN THE MATTER OF EXTENDING A MORATORIUM ON THE DELAWARE COUNTY POLICY FOR PAYMENT OF CAPACITY FEES FOR NEW SEWERS INSTALLED BY DEVELOPERS:

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

WHEREAS, on May 24, 2012, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 12-520, instituting a moratorium on the Delaware County Policy for Payment of Capacity Fees

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for New Sewers Installed by Developers (the “Moratorium”) with an expiration date of May 31, 2015; and

WHEREAS, the Moratorium was extended on May 28, 2015 by Resolution No. 15-641 and expires on May 31, 2016; and

WHEREAS, the Executive Director of the Regional Sewer District recommends extending the Moratorium;

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

Section 1. The Board hereby extends the Moratorium through May 31, 2017.

Section 2. All other provisions of Resolution Nos. 12-520 and 15-641 shall continue in full force and effect.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Attended an Armed Forces luncheon on Friday. It was a great event to honor our veterans.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

-Helped with registration of the runners for the half marathon held on Saturday at the People In Need tent.

-The week there will be attending a Community Action meeting, the IKEA groundbreaking

-Attended the COYC board meeting last week.

-The Visitor and Convention Bureau celebrated their 20 year anniversary last week.

-Attended a lunch held by Representatives Brenner and Ruhl. The subject of the 911 duplicate tax was discussed and seems to be on its way to the Senate for a vote.

Commissioner Merrell

-Attended the Evan’s Farm open house yesterday. There seems to be a great interest in the project judging from the turn out.

Commissioner Lewis

-Cans for the P.I.N. canned food drive will be collected until the end of May.

-Will be attending a Stepping Up Initiative tomorrow and Wednesday for Delaware County.

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RESOLUTION NO. 16-510

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 11:10 AM.

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

Commissioner Merrell had to leave right before adjourning out of executive session due to a previous engagement.

RESOLUTION NO. 16-511

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 12:00 PM.

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

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OTHER BUSINESS- no other business today.

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RECESS/RECONVENE IN THE FIELD

24

IN THE FIELD:

1:30 PM VIEWING FOR CONSIDERATION OF THE POINTE AT SCIOTO RESERVE PHASE 1 &

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2 WATERSHED AREA DRAINAGE PETITION

On Monday May 23, 2016 at 1:30PM near the following the intersection of Mesa Lane and Deer Valley X-ing in Concord Township The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

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

On February 26, 2016, a drainage petition for the Pointe At Scioto Reserve Phase 1 & 2 watershed was filed with the Board of County Commissioners to:

- Commencing Delaware County, Concord Township, in the Pointe at Scioto Reserve Phase 1 & 2 and following existing course and terrain of the improvement on document label exhibit C.
- To generally replace, repair, or alter the existing improvements as required and to maintain those improvements per exhibit C and associated engineering design plans.

NOTE: the first hearing on the petition is scheduled for Thursday August 4, 2016, at 9:45am

The Commissioners:

- Walked property following main water pond basin (off of Home Road) flows with secondary pond basin at front (there is a sprinkling irrigation system in place);
- Viewed bank erosion at end of Avondale Drive; concerns on golf course pump (in another watershed)
- viewed pooling of water areas on back of properties on Carefree Drive/back-ups to golf course in another watershed;
- The Scioto River is the good and sufficient outlet for this condo site
- walked properties near Tempe to view rip-wrap work (large stone placements)
- viewed a backyard drain stream and slopes with mat edge markers and cable for reinforcement. The edge marker has moved slightly over the years, but is working. Parts of the marker are supposed to be under water. Drainage here appears to work fine.
- viewed maps of area (current drainage infrastructure has a dry retention basin and a wet retention basin)
- currently no major issues are known to exist;
- the infrastructure in this area would have been reviewed and approved by the County Engineer at the time of planning, but predates maintenance program.

- projects since 1998 are automatically placed on County Drainage Maintenance Program and now Condo sites are automatically placed
- other parts of Scioto Reserve are already on maintenance program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- cost of maintenance assessment at this time is not known; more storm title equals greater cost
- if approved, estimate between \$30-\$60 per year, per unit

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

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

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SIGN-IN SHEET FOR MAY 23, 2016

**1:30 PM VIEWING FOR CONSIDERATION OF THE POINTE AT
 SCIOTO RESERVE PHASE 1 & 2 WATERSHED AREA
 DRAINAGE PETITION**

NAME	ADDRESS
1. Judy + Dan Krauss	7392 Deer Valley Crossing
2. Maleta "Annie" Goudoulogu	4933 - Temple Blk.
3. Amy Hamed	7447 DVC
4. Grace Kenty	7430 Deer Valley Crossing
5. Arden Freeman	7408 Avendale Dr
6. Brad Mathers	7542 Deer Valley Crossing
7. JAMES HANSE	7506 Deer Valley
8. DOUG STAYROCK	7370 Deer Valley
9. Math	SWCD
10. Milt Link	SWCD
11. Scott Dyer	BSWCD
12. Ken Miller	CA - Enc Office

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

 Jeff Benton

 Jennifer Walraven, Clerk to the Commissioners