

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 16, 2016

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

**Present:**  
Barb Lewis, President  
Gary Merrell, Commissioner

**Absent:**  
Jeff Benton, Vice President

**1**  
RESOLUTION NO. 16-563

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 7, 2016:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 7, 2016; and

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

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

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

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 16-564

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0615:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0615 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
JFS Day Care	Job and Family Program	22511607-5348	\$ 50,000.00
Staples	Job and Family Office Supplies	22411605-5201	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1603768	ACME ENTERPRISES INC	CLIENT TRANSPORTATION	22411601 - 5355	\$100,000.00	0001
R1603778	LB CLEANING COMPANY LLC	CLEANING OF COUNTY BUILDINGS	10011105 - 5328	\$ 31,100.00	0001
R1603820	RHOADES FARMS	MOWING FIELDS - OECC	66211903 - 5328	\$ 1,000.00	0001
R1603820	RHOADES FARMS	MOWING FIELDS - ALUM CREEK	66211904 - 5328	\$ 2,000.00	0002
R1603820	RHOADES FARMS	MOWING FIELDS - LOWER SCIOTO	66211905 - 5328	\$ 4,000.00	0003
R1603835	BLUES AUTO SERVICE INC	PARTS FOR REPAIR OF COUNTY VEHICLES	10011106 - 5228	\$ 5,000.00	0001

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R1603835	BLUES AUTO SERVICE INC	LABOR FOR REPAIR OF COUNTY VEHICLES	10011106 - 5328	\$ 2,500.00	0002
R1603844	KOORSEN PROTECTION SRVC INC	REPAIR DUCT SMOKE DETECTORS AT OECC	66211903 - 5328	\$ 6,629.59	0001
R1603848	MINE SAFETY APPLIANCE COMPANY	NORTHSTAR	66211911 - 5260	\$ 5,939.75	0001
R1603850	DELAWARE AREA TRANSIT AGENCY	TRANSPORTATION SERVICES CONTRACT	22411601 - 5355	\$ 50,000.00	0001
R1603885	NORTHWESTERN OHIO SECURITY SYS INC	HAYES PARKING LOT CAMERAS	41711436 - 5450	\$ 32,478.85	0001
R1603899	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$ 14,000.00	0001
R1603899	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG	22411603 - 5348	\$ 21,000.00	0002

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

**5**

**RESOLUTION NO. 16-565**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Director of the Child Support Enforcement Agency is requesting that Stacey Brown and Amy Sheets attend a training on Inquiry and Financial History class in Columbus, OH from August 9-10, 2016 at no cost.

The Director of Job and Family Services is requesting that Kelli McClelland attend training the Cuyahoga County Division of Senior and Adult Services on June 24, 2016; at the cost of \$403.20 (paid from local/state/federal appropriated funds).

The Commissioners' Office is requesting that Si Kille attend Advanced GAAP Accounting Seminar in Put-in Bay, Ohio August 3-4, 2016 at the cost of \$742.60 (10011102).

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

**6**

**RESOLUTION NO. 16-566**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2016:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for May 2016;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of May 2016.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

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**RESOLUTION NO. 16-567**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID W. FISHER, REQUESTING ANNEXATION OF 8.586 ACRES OF LAND IN GENOA TOWNSHIP TO THE CITY OF WESTERVILLE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to acknowledge that on June 13, 2016, the Clerk to the Board of Commissioners received an annexation petition request to annex 8.586 acres from Genoa Township to the City of Westerville.

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

**8**  
**RESOLUTION NO. 16-568**

**IN THE MATTER OF APPROVING THE PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC. AND THE DELAWARE COUNTY RECORDER'S OFFICE:**

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

Whereas, the Delaware County Recorder recommends approving the Print Service Rental Agreement Between MT Technologies, Inc. and the Delaware County Recorder's Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Print Service Rental Agreement Between MT Technologies, Inc. and the Delaware County Recorder's Office:

**Exclusive Print Service Rental Agreement Between  
 MT Technologies, Inc. and the Delaware County Recorder's Office**

Parties to the Agreement  
 This Agreement is made and entered into this 16<sup>th</sup> day of June, 2016, by and between MT Business Technologies, Inc., whose address is 1150 National Parkway, Mansfield, Ohio (hereinafter, "MT"), the Delaware County Board of County Commissioners, and the Delaware County Recorder's Office, whose address is 140 N. Sandusky Street, Delaware, Ohio (hereinafter, "Customer") (hereinafter, collectively referred to as the "Parties").

**1. PURPOSE OF AGREEMENT**  
 The purpose of this Agreement is to state the covenants and conditions under which MT will rent to Customer, and the Customer will rent from MT two copiers, which are Ricoh C4501 & Ricoh 2852 models. Further, MT will provide attendant maintenance and services for the Equipment. During the term of this contract, the parties may mutually agree in writing to substitute the models referred to above. This Agreement entirely cancels and replaces the previous contract between MT and Customer which was in effect between November 17, 2011 and November 17, 2016.

**2. TERM**  
 This Agreement shall be effective as of June 30, 2016, and shall be for a term of 48 months.

**3. RENEWAL**  
 Upon written agreement of the Parties, this Agreement may be renewed for a successive 48 month term, 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.

**4. SCOPE OF SERVICES/DELIVERABLES**

- a. MT will deliver the Equipment to Customer at the address(es) indicted by customer. MT will service and maintain the Equipment at its location in Customer's office.
- b. The equipment is the sole property of MT, together with additions, replacements, or substitutions therefore. Customer shall not make any alterations to the Equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the Equipment.
- c. In the event of loss or damage of any kind to the Equipment herein leased, Customer, at the option of MT, shall (a) repair the unite to a condition of good repair, condition, and working order, or (b) replace the same with like equipment in good repair, condition, and working order, at no additional cost to the Customer. Repair or replacement will take place within a reasonable time upon MT's receipt of notice of the malfunction.
- d. MT shall provide, without additional charge, all maintenance services which are required in order to maintain the Equipment in good working order, during the regular business hours of MT. Services required outside regular business hours will be charged to the Customer in accordance with MT's reasonable customary rates. Shipping and handling charges may be assessed to the Customer for supplies which are sent to the Customer and which are

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not contemplated by this Agreement.

e. Each Party agrees to be responsible for any damages or losses caused to the lease Equipment solely by its own negligence, actions, inactions, or omissions.

In the event of any loss, damage, injury, or harm to any person or any property, real or personal, regardless of owner, arising out of or resulting in whole or in part from any negligence, actions, inactions, or omissions of MT or otherwise related to the performance of this Agreement, MT shall assume full responsibility for, shall indemnify and hold free and harmless, the Customer, the Delaware County Board of Count Commissioners, and Delaware County from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses arising from such loss, damage, injury, or harm.

f. Payment for Equipment rental and services during the term shall be made by Customer in accordance with the schedule for prints made from the Equipment are agreed to as set forth on Exhibit C, which is incorporated as if written herein.

g. Customer agrees to use only MT approved supplies with the Equipment and to provide MT with access to the Equipment, attachments, and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.

#### 5. INVOICING

MT invoices will be mailed to Customer monthly. Payment under this Agreement shall be paid based on invoices, and shall not be paid in the absence of an invoice compliant with the terms of this Agreement. Invoices shall be submitted to the Customer on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Customer may request additional documentation to substantiate said invoices and MT shall promptly submit documentation as needed to substantiate said invoices.

The terms are net thirty (30) days. Carrying of 1 % per month shall be applied on any balance not paid within the 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this Agreement. The Customer will be billed \$283.28 per month during the term of this agreement, which includes 5,000 black and white copies per month. Any additional copies will be billed at \$0.16. Color copies will be billed at \$0.06785 with no minimum required. All supplies will be provided by MT.

#### 6. OVERPAYMENTS

In case of overpayment, MT agrees to repay the Customer the amount of overpayment to which it is entitled.

#### 7. TAXES

The Customer is a political subdivision or a department thereof and is tax exempt. MT therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the services that MT provides to the Customer pursuant to this Agreement.

#### 8. WARRANTY

MT warrants that the Equipment, when installed, will be in a satisfactory working condition fit for the purposes to which the Equipment is ordinarily used. MT warrants that it will provide all necessary and regular maintenance and servicing for the Equipment, in order to maintain the Equipment, during the term of this Agreement, in a satisfactory working condition fit for its ordinary purposes. MT warrants that the maintenance services it provides pursuant to this Agreement are warranted, performed properly and are free from defects. MT, without cost to the Customer, shall promptly correct any service that it provides pursuant to this Agreement that has not been properly performed or is defective.

MT further warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing services under this Agreement are properly trained and/or licensed to be performing the tasks that they will be performing under this Agreement.

MT disclaims liability for consequential damages in the event of the failure of MT to perform any obligation under this Agreement or for any liability to perform any obligation hereunder caused by reasons beyond the control of MT.

#### 9. TERMINATION

##### a. Breach or Default

Upon breach 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. 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 may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, MT shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

If the contract is terminated by either party, MT may, at its option, enter the premises of Customer and recover the

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equipment, attachments and any supplies sold by MT to Customer and not then fully paid for.

**b. 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, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, 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 Party shall be authorized in writing and signed by an authorized Party representative.

**c. Liquidated Damages**

If the Customer terminates this Agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of MT's alternative remedies for damages, pay MT as liquidated damages and not as a penalty that amount indicated as the Monthly Rental (above) multiplied by the number of months of unexpired rental time remaining under this Agreement, together with prior amounts in default, if any.

**10. ACCESS TO AND RETENTION OF 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, MT shall make available to any and/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 MT to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

MT, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, 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 time period of this agreement, MT 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. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state, local, and/or Customer personnel.

**11. INDEMNIFICATION**

MT shall provide indemnification as follows:

a. To the fullest extent of the law and without limitation, MT agrees to indemnify and hold free and harmless the Customer, the Board of Delaware County Commissioners, 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, losses, costs, 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 MT's, any subcontractor's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of MT, any subcontractor, including, but not limited to the performance, actions, inactions or omissions of MT's, any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) MT agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that MT shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. MT further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that MT shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

b. MT 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 acts, inactions, or omissions negligent or accident, actual or threatened, intentional or unintentional of the Contracted Parties.

**12. INSURANCE**

**a. General Liability**

MT shall maintain commercial general liability insurance of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

**b. Automobile Liability Coverage**

MT shall maintain automobile liability insurance of \$1,000,000 for 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.

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c. Worker's compensation Coverage

MT shall maintain worker's 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.

d. Additional Insureds

The Customer and the Delaware County Board of County Commissioners shall be named as an additional insureds with respect to all activities under this Agreement in the policies required by subsections (a) and (b). MT shall require all of its subcontractors to provide like endorsements.

e. Proof of Insurance

Prior to the commencement of any work under this Agreement, MT, and all of its subcontractors, shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement and properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insureds as required in Subsection (d). Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (3) days prior written notice to the Customer. MT will replace certificates for any insurance expiring prior to the expiration of the term under this Agreement.

13. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. INDEPENDENT CONTRACTOR

MT 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.

Exclusive Print Rental Agreement between MT & Delaware County Recorder's Office

MT 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.

MT and/or its board members officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Customer or Delaware County, Ohio.

15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/OPERS FORM

The Customer is a public employer as defined in R.C. § 145.01(D). The Customer has classified MT 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 MT and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. MT acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If MT is an individual or has less than five (5) employees, MT, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Customer shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If MT has five (5) or more employees, MT, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

16. SUBSEQUENT HIRING OF MT EMPLOYEES

Customer shall not hire, solicit for hire, or aid any third party in hiring any current MT employee for a period of one (1) year following performance of any MT employee service.

16. CAMPAIGN FINANCE- COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 1(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 corporation, business trusty, 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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. 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

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with, and/or performing the Contract. Such certification is attached to this Agreement as Exhibit B and by this reference is made a part of this Agreement.

**17. EQUAL OPPORTUNITY**

In fulfilling the obligations and duties of this Agreement, MT shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

MT shall ensure that applicants are hired and that employees are treated during employment without regard to any of the 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.

MT agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that MT complies with all applicable federal and state non-discrimination laws. MT shall incorporate the foregoing requirements of this section in all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**18. DRUG FREE ENVIRONMENT**

MT agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free workplace policy. MT 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.

**19. FINDINGS FOR RECOVERY**

MT certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**20. NOTICES**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered; sent via certified United States Mail, return receipt requested; sent via a nationally recognized and reputable overnight courier, return receipt requested; or via facsimile, confirmation of receipt required, to the following individuals at the following addresses and shall be effective on the date received.

Customer:

Melissa Jordan  
Delaware County Recorder's Office  
149 N. Sandusky Street, 2nd Floor,  
Delaware, Ohio 43015

Ferzan Ahmed, County Administrator  
Delaware County Board of County Commissioners  
101 N. Sandusky Street,  
Delaware, Ohio 43015

MT

Joe Monastra  
MT Business Technologies, Inc.  
1150 National Parkway  
P.O. Box 37  
Mansfield, Ohio 44901

**21. 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 and heard before the courts of Delaware County, Ohio.

**22. 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.

**23. ENTIRE AGREEMENT**

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**24. INTERPRETATION**

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.

**25. SIGNATURES**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign

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this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

26. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

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RESOLUTION NO. 16-

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LB CLEANING COMPANY, LLC FOR JANITORIAL SERVICES:

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

Whereas, the Interim Director of Facilities recommends approval of the contract between the Delaware County Board Of Commissioners and LB Cleaning Company, LLC;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with and LB Cleaning Company, LLC.:

Delaware County Board of Commissioners  
Contract

This Contract made by and between:

LB Cleaning Company, LLC  
2610 Billingsley Rd  
Columbus, OH 43235

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, **which are hereby incorporated by reference**, and as necessary to produce the results intended by the Bid Documents for:

ITB #14-01 JANITORIAL SERVICES

ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Sixty Two Thousand One Hundred Thirty dollars (\$62,130.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on May 3, 2016.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning July 1, 2016, and ending June 30, 2018.

3. This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of



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termination.

**ARTICLE 4**

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.
- 4.5 Insurance:
- 4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.
- 4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.
- 4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.
- 4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services
- 4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.
- 4.9 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

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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.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

**ARTICLE 6**

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**10**

**RESOLUTION NO. 16-570**

**IN THE MATTER OF NOMINATING MEMBERS FOR THE DELAWARE COUNTY DANGEROUS WILD ANIMAL RESPONSE TEAM TO THE STATE EMERGENCY RESPONSE COMMISSION:**

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

Whereas, section 935.27 of the Revised Code requires the Dangerous Wild Animal State Emergency Response Commission to approve a county dangerous wild animal response team ("DWARD") for each county in the state; and;

Whereas, the Ohio Dangerous Wild Animal State Emergency Response Commission has requested that each board of county commissioners nominate members for their respective county's initial DWARD;

NOW, THEREFORE, IT BE RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby nominate the members for the Delaware County DWARD as set forth in the following nomination form, which is hereby approved and shall be submitted to the Ohio Dangerous Wild Animal State Emergency Response Commission for its consideration in making appointments to the Delaware County DWARD:

**DANGEROUS WILD ANIMAL RESPONSE TEAM NOMINATION FORM**

County: Delaware

Member Type	Member's Name	Organization/Address	Telephone	E-Mail
<b>Members Required by Statute</b>				
Law Enforcement	Captain Scott Vance	Delaware County Sheriff's Office	(740) 833-2819	<a href="mailto:SVance@co.delaware.oh.us">SVance@co.delaware.oh.us</a>
Fire	Chief Troy Morris	Tri-Township Fire District	(740) 362-1600	<a href="mailto:tmorris@tritwp.org">tmorris@tritwp.org</a>
First Aid	Chief Michael Schuiling	Delaware County EMS	(740) 833-2193	<a href="mailto:MSchuiling@co.delaware.oh.us">MSchuiling@co.delaware.oh.us</a>
First Aid Alternate	Eric Burgess	Delaware County EMS	(740) 833-2192	<a href="mailto:eburgess@co.delaware.oh.us">eburgess@co.delaware.oh.us</a>
Emergency Management	Sean Miller	Delaware County EMA	(740) 833-2181	<a href="mailto:sean@delcoema.org">sean@delcoema.org</a>
Emergency Management	Sandy Mackey	Delaware County EMA	(740) 833-2183	<a href="mailto:sandy@delcoema.org">sandy@delcoema.org</a>

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Member Type	Member's Name	Organization/Address	Telephone	E-Mail
Alternate				
Elected Official	Barb Lewis	Delaware County Commissioner	(740) 833-2101	<a href="mailto:blewis@co.delaware.oh.us">blewis@co.delaware.oh.us</a>
Elected Official Alternate	Brian Galligher	Delaware County Commissioner	(740) 833-2161	<a href="mailto:Bgalligher@co.delaware.oh.us">Bgalligher@co.delaware.oh.us</a>
Health	Joseph Powell	Grady Memorial Hospital	(419) 560-1219	<a href="mailto:Joseph.Powell@ohiohealth.com">Joseph.Powell@ohiohealth.com</a>
Media	Michael Williams	Delaware Gazette	740-363-1161	<a href="mailto:michaelwilliams@delgazette.com">michaelwilliams@delgazette.com</a>
Dangerous Wild Animal Owner	Scott Thompson	Columbus Zoo	(614) 724-3583	<a href="mailto:scott.thompson@columbuszoo.org">scott.thompson@columbuszoo.org</a>
<b>Members Recommended by the State of Ohio Dangerous Wild Animal Emergency Response Commission</b>				
Veterinarian	Dr. Randy Junge	Columbus Zoo	(614) 724-3654	<a href="mailto:Randy.junge@columbuszoo.org">Randy.junge@columbuszoo.org</a>
Public Health	Kelli Kincaid	Delaware General Health District	(740) 203-2046	<a href="mailto:kkincaid@delawarehealth.org">kkincaid@delawarehealth.org</a>
<b>Optional Members</b>				
Media Outreach	Jane Hawes	Delaware County Public Information	(740) 833-2109	<a href="mailto:jhawes@co.delaware.oh.us">jhawes@co.delaware.oh.us</a>
Public Health	Celeste Revelas	Delaware General Health District	(419) 681-6996	<a href="mailto:crevelas@delawarehealth.org">crevelas@delawarehealth.org</a>

Ohio Department of Agriculture  
Dangerous Wild Animal Office  
8995 East Main Street  
Reynoldsburg, Ohio 43068  
Email: [animal@agri.ohio.gov](mailto:animal@agri.ohio.gov)  
Fax: (614) 752-3065

This Resolution shall take immediate effect upon adoption.

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

**11**  
**RESOLUTION NO. 16-571**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 407 NON-RESIDENTIAL MISDEMEANANT FOR ADULT COURT SERVICES:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 407 Non-Residential Misdemeanant for 2017; and

WHEREAS, the Grant will provide for two Intensive Supervision and one Electronic Monitoring officer, it will also provide funds to support these areas; and

WHEREAS, a local match is not required for the Grant; and

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

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

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

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

Grant #                    407  
Source:                    Ohio Department of rehabilitation and Correction

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Grant Period: July 1, 2016 to June 30, 2017

Federal Grant Amount:	\$165,732.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$165,732.00

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

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

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

**12  
RESOLUTION NO. 16-572**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 408 NON-RESIDENTIAL MISDEMEANANT FOR ADULT COURT SERVICES:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 408 Non-Residential Misdemeanant for 2017: and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and Prison Diversion officer; and

WHEREAS, a local match is not required for the Grant; and

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

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

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

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

Grant #	408
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2016 to June 30, 2017
Federal Grant Amount:	\$115,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$115,000.00

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

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

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

**13  
RESOLUTION NO. 16-573**

**IN THE MATTER OF MAKING REQUEST TO THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) FOR THE USE OF DELAWARE COUNTY’S ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (ED RLF) FOR HOME REPAIR AND ADMINISTRATIVE SOFT COSTS TO SUPPLEMENT THE CURRENT COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM:**

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

WHEREAS, the Delaware County ED RLF currently has a balance of \$104,944.49; and

WHEREAS, Delaware County and the City of Delaware (the “Partnership”) have entered into an agreement for the joint administration of the Community Housing Impact and Preservation (“CHIP”) Program; and

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WHEREAS, the Partnership received more applications than funding available through the CHIP program and the Ohio Development Services Agency has required housing related program income be spent in conjunction with this program;

WHEREAS, the Partnership desires to accommodate the remaining applicant's needs by requesting use of \$60,000 of the ED RLF; and

WHEREAS, the funds will be used for actual construction and related administrative soft costs.

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

Section 1. The Board hereby requests that ODSA allow Delaware County to use \$60,000 of the ED RLF for Home Repair and Administrative soft costs to supplement the current Community Housing Impact and Preservation (CHIP) Program.

Section 2. The Economic Development Coordinator is hereby directed to forward this resolution to the Office of Community Development, Ohio Development Services Agency

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

**14**

**RESOLUTION NO. 16-574**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Rural Zoning Commission (the "RZC"), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, Brenda Manley has applied for a vacancy for a term expiring on December 31, 2020;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following alternate member to the RZC for the term specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
RZC 5	Brenda Manley	December 31, 2020

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

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

**15**

**RESOLUTION NO. 16-575**

**IN THE MATTER OF APPOINTING JOSEPH PARISI TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is responsible for making appointments from the public to various boards, councils and committees; and

WHEREAS, pursuant to section 120.13 of the Revised Code, the Board shall make three appointments to the Delaware County Public Defender Commission, one of which expired on May 7, 2016; and

WHEREAS, Joseph Parisi has applied for appointment to the Delaware County Public Defender Commission;

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

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Section 1. Joseph Parisi is hereby reappointed to the Delaware County Public Defender Commission for the term ending May 7, 2020.

Section 2. The appointment made herein shall take immediate effect upon adoption of this Resolution.

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

**16**  
**RESOLUTION NO. 16-576**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES AS A SAFETY PRECAUTION FOR CODE COMPLIANCE INSPECTORS:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Code Compliance inspectors are required to work inside and outside with exposure to temperatures above 100 degrees for periods of more than one hour;

WHEREAS, as a safety precaution it is imperative that Code Compliance inspectors remain appropriately hydrated;

WHEREAS, the Code Compliance Supervisor recommend the expenditures;

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds in an amount not to exceed \$75.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities as a safety precaution.

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

**17**  
**RESOLUTION NO. 16-577**

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR TRAIL'S END SECTION 2 PHASE B:**

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

Whereas, the Board of Commissioners entered into an agreement with Edwards Land Company on May 14, 2015; and

Whereas, the number of approved connections has since changed; and

Whereas, the Sanitary Engineer recommends approval of Amendment No. 1.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve Amendment No. 1 to the Sanitary Sewer Subdivider's Agreement:

**AMENDMENT NO. 1 TO THE SUBDIVIDER'S AGREEMENT FOR TRAIL'S END - SECTION 2, PHASE B**

This Amendment No. 1 to the Subdivider's Agreement for Trail's End Section 2, Phase B, which was entered into on May 14, 2015, is made and entered into this 16<sup>TH</sup> day of June, 2016, by and between Edwards Land Company (the "Subdivider"), and the Delaware County Board of Commissioners (the "County"). The Subdivider and the County mutually agree to amend the Agreement as follows:

**AMENDMENT**

The number of approved connections as stated in the second paragraph of the Agreement shall be increased from sixteen (16.0) to twenty-two (22.0).

**REMAINING PROVISIONS**



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

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

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

**18**

**RESOLUTION NO. 16-578**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NELSON FARMS SOUTH:**

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Nelson Farms South:

**SUBDIVIDER’S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 16<sup>th</sup> day of June 2016, by and between **NELSON FARMS ASSOCIATES, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **NELSON FARMS SOUTH** 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 **NELSON FARMS SOUTH**, dated **April 29, 2016**, and approved by the County on **May 23, 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 **6** single family residential equivalent connections approved for Nelson Farms South 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 (**\$38,199.28**) 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 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 2 for this project.

Initials \_\_\_\_\_

Date 6/8/16

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

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work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **NELSON FARMS SOUTH**.

**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 **NELSON FARMS SOUTH (\$1,336.97)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$3,300.00** estimated to be necessary to pay the cost of inspection for **Nelson Farms South** 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 **Nelson Farms South** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

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

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

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary



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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. If each or any Section/Phase/Part is accepted separately, SUBDIVIDER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **NELSON FARMS SOUTH** Sanitary Sewer Improvement Plan with the last final acceptance.
- (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                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Absent

**19**

**RESOLUTION NO. 16-579**

**IN THE MATTER OF APPROVING THE AMENDED SANITARY SUBDIVIDER'S AGREEMENT FOR THE RESERVE AT SCIOTO GLENN PHASE 2:**

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

Whereas, the Board of County Commissioners approved the Sanitary Subdivider's Agreement on September 10, 2015 per resolution 15-1070;

WHEREAS, the Executive Director of the Regional Sewer District recommends approval of the Amended Sanitary Subdivider's Agreement for The Reserve at Scioto Glenn Phase 2 ;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Amended Sanitary Subdivider's

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Agreement for The Reserve at Scioto Glenn Phase 2:

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 16<sup>th</sup> day of June 2016, by and between **Metro Development, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **The Reserve at Scioto Glenn Phase 2** Subdivision Plat(s) 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 **The Reserve at Scioto Glenn Phase 2** (a component of the plans titled "The Reserve at Scioto Glenn Phases 2 and 3") dated **8/20/2015**, and approved by County Commissioners Resolution 15-988 on 8/20/2015, 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 **35** single family residential equivalent connections approved for The Reserve at Scioto Glenn Phase 2 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**

For **The Reserve at Scioto Glenn Phase 2**, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$146,027.00**) 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 and the City of Powell, Ohio.

Subdivider agrees that it is responsible for downstream improvements which were detailed in construction plans titled "Offsite Sanitary Sewer Improvements for the Reserve at Scioto Glenn (herein referred to as the "Downstream Improvement Plan") and approved on February 22, 2016. Subdivider agrees to re-evaluate the Downstream Improvement Plan to provide gravity service for undeveloped property on Home Road just north of the existing lift station. Additionally, the currently approved lift station upgrades and forcemain shall be evaluated and modified to accommodate a proposed development on Steitz Road southeast of the downstream improvements. Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction, plus a contingency, in the amount of **\$490,000.00** determined adequate by the Sanitary Engineer to insure faithful performance of all Downstream Improvements within the Downstream Improvement Plan in accordance with the Subdivision Regulations of Delaware County, Ohio.

Subdivider agrees that the Downstream Improvements will be commenced on or before January 1<sup>st</sup>, 2017 and completed by April 1, 2017. The Downstream Improvements shall be accepted for public use and upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications.

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 **The Reserve at Scioto Glenn Phase 2**.

**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 **The Reserve at Scioto Glenn Phase 2 (\$5,110.95)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$12,450.00** estimated to be necessary to pay the cost of inspection for **The Reserve at Scioto Glenn Phase 2** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the either 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

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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 **The Reserve at Scioto Glenn Phase 2** 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 or as specifically outlined above, but extension of time may be granted if approved by the County Commissioners.

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

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

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

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

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- 1 "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format. . If each or any Section/Phase/Part is accepted separately, SUBDIVIDER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the entire **The Reserve at Scioto Glenn Phases 2 and 3** plan set with the last final acceptance.

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- 2 An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- 3 An itemized statement showing the cost of the Improvements.
- 4 An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- 5 Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

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

**SECTION VIII: CONNECTION FEES**

After said acceptance, any applicable County capacity and tap inspection fee charges, and a **\$1,500.00** County **surcharge** shall be paid to the DELAWARE COUNTY SANITARY ENGINEER by any applicant requesting a tap permit for lots within **The Reserve at Scioto Glenn Phase 2** to connect to the sanitary sewers.

**SECTION IX: 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                      Absent                      Mr. Merrell                      Aye

**20  
RESOLUTION NO. 16-580**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE RESERVES AT SCIOTO GLENN PHASE 2:**

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

Whereas, the construction of new sanitary sewers at The Reserves at Scioto Glenn Phase 2 have been completed to meet sewer district requirements; and

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

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

<b>The Reserves At Scioto Glenn Phase 2</b>	1,582' of 8" sewer	\$131,436.16
	8- manholes	\$17,556.76

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

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

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

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

**21  
RESOLUTION NO. 16-581**

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**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR BROOKVIEW MANOR SECTION 2 AND THE HEATHERS AT GOLF VILLAGE SECTION 2:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Executive Director recommends the sanitary sewer improvement plans for Brookview Manor Section 2 and The Heather's at Golf Village Section 2 for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Brookview Manor Section 2 and The Heather's at Golf Village Section 2 for submittal to the Ohio EPA for their approval.

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

**22**

**RESOLUTION NO. 16-582**

**IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY, SUPPLEMENTAL APPROPRIATION, TRANSFER OF APPROPRIATION AND TRANSFER OF FUNDS:**

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

**New Organization Key**

28631338                                      Leap Forward 2015 Grant

**Supplemental Appropriation**

22111502-5001	Litter Grant/Compensation	3,734.93
22111502-5101	Litter Grant/Health Insurance	(103.29)
22111502-5102	Litter Grant/Workers Comp	37.35
22111502-5103	Litter Grant/Dental Insurance	93.65
22111502-5120	Litter Grant/County Share OPERS	896.38
22111502-5131	Litter Grant/County Share Medicare	54.16
22111502-5201	Litter Grant/General Supplies	(578.00)
22111502-5215	Litter Grant/Program Supplies	(6.00)
22111502-5305	Litter Grant/Training and Staff Development	350.00
22111502-5309	Litter Grant/Travel Mileage	600.00
22111502-5312	Litter Grant/Advertising	1,000.00

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
10010102-5001	10010102-5310	500.00
Weights & Measurers/Compensation	Weights & Measurers/Travel Non-Taxable	
10010102-5101	10010102-5310	500.00
Weights & Measurers/Health Insurance	Weights & Measures/Travel Non-Taxable	

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10011180-5801	58011181-4601	2,082,312.50
2007 Co Sales Tax Revenue	2007 Co Sales Tax Sawmill Bond/Interfund	
Fund/Miscellaneous Cash Transfers	Revenue	

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

**23**

**ADMINISTRATOR REPORTS**

No reports

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended a 911 committee meeting last week  
-Attended an Area 7 meeting last week

Commissioner Lewis  
-No reports

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**RESOLUTION NO. 16-583**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:43 AM.

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

**RESOLUTION NO. 16-584**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:15 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners