

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 20, 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
RESOLUTION NO. 16-585

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 16, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 16, 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. 16-586

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0617, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0617:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0617, memo transfers in batch numbers MTAPR0617 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Staples Advantage	Office Supplies Facilities	10011105-5201	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1603909	CROUCH	REESE HOME REPAIR	23111711 -	\$9,850.00	0001
	ENTERPRISES LLC	CHIP GRANT	5365		
R1603934	LANGUAGE LINE	INTERPRETERS	22411601 -	\$8,000.00	0001
	SERVICES		5301		

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

5
RESOLUTION NO. 16-587

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY RICHARD LEHNER AND OTHERS:

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

WHEREAS, on April 29, 2016, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Richard Lehner and Others, to:

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1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvements as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
2. In Delaware County, Radnor Township within the Thomas #9 Watershed and generally following, but not limited to the course and termini of the existing improvement.

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

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **Thursday July 28, 2016 at 11:00AM** at the upper terminus of the improvement be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Thursday October 13, 2016 at 10:00AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

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

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

6
RESOLUTION NO. 16-588

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MAY 2016:

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer’s Report for the month of May 2016.

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

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

7
RESOLUTION NO. 16-589

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY PROBATE & JUVENILE COURT AND THE UNION COUNTY PROBATE & JUVENILE COURT CONCERNING THE COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM:

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

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommends approving the Memorandum Of Understanding;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum Of Understanding Between The Delaware County Probate & Juvenile Court And The Union County Probate & Juvenile Court Concerning The Court Appointed Special Advocate (CASA) Program;

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DELAWARE COUNTY PROBATE & JUVENILE COURT AND
THE UNION COUNTY PROBATE & JUVENILE COURT
CONCERNING
THE COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM**

This is a Memorandum of Understanding between the Parties to this agreement: the Delaware County Probate/Juvenile Court (“Delaware Juvenile Court”) whose principal place of business is 140 North Sandusky Street, Delaware, Ohio, 43015 and the Union County Probate/Juvenile Court (“Union Juvenile Court”) whose principal place of business is 215 W. Fifth Street, Marysville, Ohio, 43040.

PRELIMINARY STATEMENTS

WHEREAS, the Delaware Juvenile Court currently operates a Court Appointed Special Advocate (“CASA”)

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Program and is developing a satellite location to operate a joint program under this agreement with the Union Juvenile Court; and,

WHEREAS, the Union Juvenile Court desires to utilize a CASA Program in conjunction with the Delaware County CASA staff in various cases on the Union Juvenile Court docket; and,

WHEREAS, the participation in this agreement must be approved by both the Delaware County, Ohio County Commissioners and the Union County, Ohio County Commissioners; and,

WHEREAS, the Delaware Juvenile Court will employ and house the CASA Coordinator, an Assistant CASA Coordinator and will recruit CASA volunteers in both Delaware and Union County; and,

WHEREAS, the Union Juvenile Court will provide office space, supplies and other general support for a Union County CASA Case Manager who will report to the CASA Coordinator and assist in recruiting CASA volunteers; and,

WHEREAS, both Courts intend to use grant funding for the majority of the costs associated with each program arising out of the State Victims Assistance Act (SVAA) grant, the Victims of Crime Act (VOCA) grant and other funding provided by National CASA, Ohio CASA and other funding sources as they arise; and,

WHEREAS, each Court shall direct the staff and volunteers in each county adhere to all personnel and volunteer policies specific to each county;

MEMORANDUM OF UNDERSTANDING

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this MOU is to state the covenants and conditions under which the Delaware Juvenile Court shall establish, maintain and operate the CASA program, and expand CASA services to the Union Juvenile Court by detailing the expectations, requirements and obligations of each Party, including, but not limited to, the following: funding of the program; requirements of staff and volunteers; requirements of each County Court; commitments of each set of County Commissioners; expressly note the minimum requirements for the training of CASA volunteers; identify proper channels for discipline, removal or resignation of CASA volunteers; note the commitments of office space and general support of the Union Juvenile Court; identify various forms of funding including, but not limited to, various grants and each set of County Commissioners; and other like items listed expressly below in this document.

2. TERM

The term of this MOU shall begin on the date that the last Party signs this MOU and continue until and through December 31, 2016, unless earlier terminated in conformance with the provisions of this MOU.

3. RENEWAL

Upon written agreement of the Parties, this MOU may be renewed for successive one (1) year periods 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

Delaware Juvenile Court has operated a CASA Program for some time, and is extending the service of the CASA Program to the Union Juvenile Court. The Parties shall have the following responsibilities and/or provide the following in connection with this MOU:

- I. The Union Juvenile Court will cooperate with the Delaware Juvenile Court CASA Program in the following manner:
 - a. Identify specific cases to which a CASA volunteer shall be appointed and make appointments as necessary.
 - b. Participate in the training of the volunteers.
 - c. Swear in volunteers upon completion of pre-service training.
 - d. Encourage and facilitate the cooperation of the court staff and officers with CASA staff and volunteers.
 - e. Terminate CASA volunteer involvement with cases as necessary.
 - f. Provide office space and supplies and other general support for the CASA staff and/or volunteers.
 - g. Coordinate regularly with the CASA staff and other members of the Delaware County Probate/Juvenile Court staff regarding issues that arise in the effectuation of the CASA program.
- II. The Delaware CASA Program shall:
 - a. Provide CASA staff and recruit volunteers for the CASA Program.
 - b. Train each volunteer in each county in the skills needed to adequately fulfill their role as a CASA. This will involve 40 hours of pre-service training using the National CASA Association curriculum.
 - c. Coordinate the 12 in-service hours as required by the National CASA Association Standards.
 - d. Annually certify for each Court that each trained CASA volunteer has complied with Rule 48 of the Rules of Superintendence for the Courts of Ohio.

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- e. Assign CASA volunteers to cases referred to the program by the Court that have arisen from complaints that allege Abuse, Neglect and/or Dependency.
- f. Oversee the discipline, dismissal and/or resignation of a CASA volunteer.

5. MEETINGS

Not less often than quarterly, but as often as needed, the Parties shall meet at a mutually agreeable place and time to review the MOU and CASA Program. The status of the CASA Program shall be discussed at such meeting. The Parties shall also determine whether any changes or modifications to this MOU are needed and, if so, what changes or modifications are needed and how those changes or modifications should be made.

Notwithstanding the foregoing, within thirty (30) days of the occurrence of any of the following events, the Parties shall meet and review the MOU and CASA Program to determine whether changes or modifications to the MOU or program are needed:

- a. When the Administrative Judge of the Court of either County ("Judge") retires, resigns, or is otherwise replaced in office.
- b. Either Court ceases to operate the CASA Program.
- c. Either Court requests a meeting other than the pre-determined and dated Annual Meeting.

6. FUNDING

Funding for the CASA Program shall be derived mainly from grant funding of various sources. The Delaware Juvenile Court has secured grant funding for the term of this agreement. Those known funding sources include the SVAA Grant, the VOCA Grant, National CASA, Ohio CASA and other like organizations/grant funding sources.

During the term of this agreement, the Parties agree that Union Juvenile Court will have no additional funding responsibilities other than those in-kind contributions required to satisfy Section 4: Scope of Services, as described hereinabove.

In the event of a shortfall of grant funds to operate the program, which is not anticipated for the term of this agreement, the Parties agree to the following:

- 1. As soon as the CASA Coordinator becomes aware of a possible shortfall, the Coordinator shall generate reports that state the total number of CASA cases in each Court and provide that report to each Judge. The total number of CASA cases in either Court includes all CASA cases open and active at any specific time during the term of this MOU.
- 2. After review of that report, the Judges will determine how much of the shortfall will be funded by either Court.
- 3. Unless otherwise agreed, each Court will pay its pro rata share of the shortfall. The shortfall shall be allocated between the Courts in proportion to the number of open cases in which a CASA was appointed in each Court.

7. RESOLUTION OF DISPUTES

The Parties recognize that litigation can be an expensive, resource-consuming process for resolving disputes. Therefore, the Parties agree that if any controversy or dispute arises out of or relates to this Agreement, they will attempt in good faith to settle the dispute through mediation. The Parties shall attempt to mutually agree as to the provider of neutral services, and complete mediation within thirty days.

8. ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice from the Court or whomever the Court appoints, and as often as the Court deems necessary, each Court shall make available all books, records, documents, papers, contracts, subcontracts, invoices, receipts, reports, statements, and all other information or data relating to the CASA Program and/or this MOU (collectively "Documents"). The Court or its appointee shall be permitted by the other to inspect, audit, make excerpts, photo copies, and/or transcripts of any and all such Documents. Each Court shall be allowed to redact any privileged or confidential information, and shall in no circumstance release information in contravention of the Ohio Revised Code, the Ohio Administrative Code, the Rules of Superintendence for the Courts of Ohio or the Rules of Juvenile Procedure.

9. RETENTION OF RECORDS

The CASA Program shall retain and maintain all documents related to a case for which a CASA volunteer is appointed to for a minimum of three (3) years after the termination of each case. If an audit, litigation, or other action (collectively "Action") is initiated during the term of this MOU or the retention period, the CASA Program shall 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.

10. TERMINATION

This MOU may be terminated as follows:

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A. Termination for Convenience

Either Party may terminate this MOU at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

B. Breach or Default

Upon breach or default of any of the provisions, obligations, responsibilities, or duties embodied in this MOU, 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 MOU 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.

Termination of this MOU shall relieve the Parties of any further obligations, responsibilities, or duties under this MOU, except that in anticipation of or upon termination, for any reason, the Parties shall:

- A. Immediately, but no later than the date of termination, relinquish to CASA (Delaware Co. Juvenile Court) all fiscal agent responsibilities.
- B. Immediately, but no later than the date of termination, relinquish, provide, and tender to CASA (Delaware Co. Juvenile Court) all information or items of any kind or nature, that allow or permit access to documents and tangible things to the CASA Program.
- C. Cooperate with CASA (Delaware Co. Juvenile Court) or its designee to wind up all interests, financial or otherwise, including coordination with Ohio CASA and National CASA, if the program terminates.

11. 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 either Party fails to perform an obligation or obligations under this MOU 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 either Party shall be authorized in writing and endorsed by the Judge of each Court.

**12. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS**

Each party is an independent contractor and has no authority to bind or act on behalf of another party. Each party is responsible and liable to the other parties only for its own acts and omissions, and the acts and omissions of its own employees and agents.

Delaware Juvenile Court shall be responsible for determining the employment status of the CASA Coordinator, as well as the Assistant CASA Coordinator and any other CASA staff, and shall pay all costs of the coordinators and staff, if any, or costs directly associated with the coordinators and staff, if any, performing his or her job responsibilities, including without limitation: salary or other compensation; employment taxes, if applicable, including all Federal, State and local taxes; PERS or other similar contributions, if applicable; any applicable health insurance or other county benefit. Delaware Juvenile Court shall be the sole employing agency of the coordinators and any staff and has the sole liability as to all claims made by the coordinators or any staff Delaware Juvenile Court.

13. INSURANCE

Each Party shall carry and maintain throughout the life of the MOU such general liability and vehicle insurance as will protect it and the Parties against any and all claims for personal injury, including death, loss of moneys/funds, or property damage, which may arise out of or result from the performance of or operations under this MOU or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this MOU, each Party shall present to the other Court current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this MOU. Said insurance shall, 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 provide coverage in an amount that is both standard in the industry and adequate to protect each Party and the Indemnified Parties against any and all liability or damages arising from the Services provided under the MOU. Each Party shall be responsible for any and all premiums for such policy(ies).

14. WORKERS' COMPENSATION INSURANCE FOR CASA STAFF

Each Party shall, as applicable, carry and maintain, throughout the life of this MOU, Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU either Party may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

15. AUDIT

Each Party agrees, if required by the Court or Committee, to have conducted an independent audit of the CASA

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Program. The requesting Party shall be responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the other Court and CASA Program without costs to either receiving Party. Each Party agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with the CASA Program.

16. CONFLICT OF INTEREST

No personnel of either Party shall, prior to the termination of this MOU, voluntarily acquire any interest, direct or indirect, personal or otherwise, which is incompatible or in conflict with the discharge or fulfillment of his or her functions, duties, and/or responsibilities in connection with this MOU. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this MOU shall immediately disclose his or her interest to the other Party and CASA Program in writing. Thereafter, he or she shall not participate in any action in connection with this MOU unless the Parties shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest or that of the CASA Program.

17. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this MOU or by operation of law, shall be in writing and shall be deemed duly 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:

Delaware Juvenile Court:

Katie Stenman, Court Administrator
140 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2663
Facsimile: (740) 833-2589
Email: kstenman@co.delaware.oh.us

Union Juvenile Court:

Jennifer Griffith, Court Administrator
215 W. Fifth Street
Marysville, Ohio 43040
Phone: (937) 645-3029
Facsimile: (937) 645-3160
Email: jgriffith@co.union.oh.us

18. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

Each Party hereby certifies, by signature of its representative below, that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

_____	_____
Katie Stenman, Delaware Juvenile Court Court Administrator	Date
_____	_____
Jennifer Griffith, Union Juvenile Court Court Administrator	Date

19. CAMPAIGN FINANCE – COMPLIANCE WITH R.C. 3517.13

R.C. 3517.13 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 R.C Chapter 1785, 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 Parties shall complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with R.C. 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the MOU will prohibit the Court from entering, proceeding with, and/or performing the MOU. Such certification is attached to this MOU as **Exhibit A** and by this reference is made a part of this MOU.

20. DRUG FREE ENVIRONMENT

Each Party agrees to comply with all applicable state and federal laws regarding drug-free environment. To the extent that either party has adopted a drug free workplace policy, each Party agrees to comply and to encourage compliance with that policy.

21. COUNTY POLICIES

CASA staff, who are employees of the Delaware County Juvenile Court, shall be bound by, conform to, comply with, and abide by all applicable Delaware County policies. All CASA Volunteers who are selected to serve shall adhere to the volunteer policies as set forth by Delaware County.

22. COMPETITIVE BIDDING NOT REQUIRED

Consistent with R.C. 307.86 and the requirements of such statute, this MOU is not required to be competitively bid.

23. ASSIGNMENT

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Neither Party shall assign any or all of its rights or obligations under this MOU to any other person or entity.

24. SUBCONTRACTING

Neither Party shall subcontract for the performance of all or any portion of the services provided pursuant to this MOU.

25. DRAFTING

This MOU shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

26. HEADINGS

The subject headings of the paragraphs in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

27. GOVERNING LAW/VENUE

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard in the courts of Delaware County, Ohio, by a Judge appointed by the Supreme Court of Ohio. Each Party hereby irrevocably consents to such venue and jurisdiction.

28. SEVERABILITY

The provisions of this MOU are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

29. ENTIRE AGREEMENT

This MOU (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. COUNTERPARTS

This MOU may be executed in counterparts.

31. SIGNATURES

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

32. SIGNATURE OF EACH COUNTY PROSECUTING ATTORNEY AS TO FORM

The Prosecuting Attorneys of Delaware County and Union County, by signing below, approve this Memorandum of Understanding as to form.

Carol Hamilton O'Brien
Delaware County Prosecuting Attorney

Date

David W. Phillips
Union County Prosecuting Attorney

Date

33. OFFICIAL SIGNATURES AND DATES

By signing below, each Party shall be subject to this MOU and all the provisions found herein.

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

**§
RESOLUTION NO. 16-590**

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE/PROBATE COURT AND THEMIS TRACKING SERVICES, LLC FOR GPS MONITORING AND REPORTING:

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

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommends approving the contract amendment:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the An Amendment to the Agreement between the Delaware County Board of Commissioners; The Delaware County Juvenile/Probate Court And Themis Tracking Services, LLC For GPS monitoring and tracking:

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FIRST AMENDMENT TO THE FIRST AMENDMENT TO AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES

This First Amendment to the First Amendment to the Agreement for Monitoring and Associated Services (“First Amendment to the First Amendment”) is entered into this 20th day of June , 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 Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “Customer”), and Themis Tracking Services, LLC (“Provider”), a certified distributor for Secure Alert, Inc., a Utah corporation, whose principal place of business is located at 2703 Vestry Avenue, Cleveland, Ohio 44113, (individually “Party,” collectively, “Parties”).

WHEREAS, the Parties entered into an Agreement for Monitoring and Associated Services dated June 23, 2014 (hereinafter “Agreement”); and,

WHEREAS, the term of the Agreement expired on June 30, 2015; and,

WHEREAS, the Agreement permits, upon written agreement of the Parties, that the Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided in the Agreement and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties; and,

WHEREAS, the Parties entered into a First Amendment to Agreement for Monitoring and Associated Services (“First Amendment”) dated April 15, 2015 to renew the Agreement and extended the term of the Agreement for an additional one (1) year through June 30, 2016; and,

WHEREAS, the contract maximum under the First Amendment is Thirty-Five Thousand Dollars and No Cents (\$35,000.00); and,

WHEREAS, such contract maximum is insufficient to fully satisfy the Court’s need for Equipment, Monitoring, and Other Services from the Provider; and,

WHEREAS, the Parties now desire to amend the First Amendment to increase the contract maximum.

NOW THEREFORE, the Parties agree as amend the First Amendment as follows:

1. **CONTRACT MAXIMUM.** The maximum amount payable pursuant to this First Amendment (provided that all Equipment, Monitoring, and Other Services are rendered in a manner satisfactory to the Court) is Forty-Five Thousand Dollars and No Cents (\$45,000.00). It is understood by the Parties that the actual amount paid may be less, based upon actual Equipment, Monitoring, and Other Services provided.
2. **REPLACEMENT.** The amended term(s) contained in this First Amendment to the First Amendment shall replace the equivalent term(s) in the First Amendment.
3. **SIGNATURES.** Any person executing this First Amendment to the First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment to the First Amendment or has been duly authorized by his/her principal to execute this First Amendment to the First Amendment on such principal’s behalf and is authorized to bind such principal.
4. **CONFLICTS.** In the event of a conflict between the terms of the Agreement, First Amendment, and this First Amendment to the First Amendment, the terms of this First Amendment to the First Amendment shall prevail.
5. **OTHER TERMS OF AGREEMENT AND FIRST AMENDMENT UNCHANGED.** All terms and conditions of the Agreement and First Amendment not changed by this First Amendment to the First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 16-591

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR JUVENILE COURT:

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

Transfer of Appropriations

From	To	
27426314-5001	27426314-5310	3,310.00
Crime Victims CASA/Compensation	Crime Victims CASA/Travel Non-Taxable	

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

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RESOLUTION NO. 16-592

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARDS FOR THE SHERIFF'S OFFICE:

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

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

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

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

One:

Appointing Authority: County Sheriff
Office/Department: Sheriff/Jail

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: Jessica R. Jackson
Department Coordinator: Pam Sonagere

Two:

Appointing Authority: County Sheriff
Office/Department: Sheriff/Patrol Division

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: Sonya Shuler
Department Coordinator: Pam Sonagere

Three:

Appointing Authority: County Sheriff
Office/Department: Sheriff's Office

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: John G. Phillips III
Department Coordinator: Pam Sonagere

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

11

RESOLUTION NO. 16-593

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IN THE MATTER OF CERTIFYING AND AUTHORIZING THE SIGNING OF THE ENVIRONMENTAL REVIEW RECORD AND AUTHORIZING THE SIGNING OF THE REQUEST FOR RELEASE OF FUNDS (RROF):

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved request to the Ohio Development Services Agency (ODSA) for the use of Delaware County's Economic Development Revolving Loan Fund for an Analysis of Impediments per resolution 16-447; and

WHEREAS, prior to release of the funds, an Environmental Review Record (ERR) must be completed and an assessment made on the positive and negative social, economic and environmental impacts; and

WHEREAS, the use of the ED RLF for the Analysis of Impediments to Fair Housing has been found exempt by Delaware County staff as it complies with the requirements of CFR 58.6 and consists solely of exempt activities found in CFR 58.34 (a) (1-11); and

WHEREAS, Once ODSA processing requirements are completed, an Environmental Release is sent to the chief executive officer authorizing activity funding to begin.

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

Section 1. The Board hereby certifies the Environmental Review Record for the use of the ED RLF for an Analysis of Impediments to Fair Housing and authorizes the president of the Board of Commissioners to sign the certification of exemption, request for release of funds and any necessary administrative documents in support of the ERR for this project.

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

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

12
RESOLUTION NO. 16-594

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

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

Supplemental Appropriations	Description	Amount
70161606-5348	Help Me Grow General Revenue/Client Services	\$ 130,000.00

Fund Transfer	From	To	Amount
	22311611-5801	22411603-4601	
	Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenues	\$ 22,932.91

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

13
RESOLUTION NO. 16-595

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, Susan Smith of Johnstown, Ohio has donated 28 blankets to the Department of Job and Family Services to be given to children involved with Children Services; and

WHEREAS, the value of these blankets has been set at \$700; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept Susan Smith's donation and offer thanks for her generous support of the Delaware County Department of Job and Family Services;

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NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts Susan Smith’s donation of \$700.00 in blankets to the Delaware County Department of Job and Family Services and thanks Susan Smith for her thoughtful generosity and commitment to the children of Delaware County.

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

14

RESOLUTION NO. 16-596

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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 Sewer Subdivider’s Agreement for The Heathers at Golf Village Section 2:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of June 2016, by and between **PULTE HOMES OF OHIO, LLC** hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **THE HEATHERS AT GOLF 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 **HEATHERS AT GOLF VILLAGE SECTION 2**, dated **March 11, 2016**, and approved by the County on **June 16, 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 **37** single family residential equivalent connections approved for The Heathers at Golf Village Section 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

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 (**\$195,068.20**) 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 1 for this project.

Initials _____

Date 6/10/16

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 **THE HEATHERS AT GOLF VILLAGE SECTION 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 HEATHERS AT GOLF VILLAGE SECTION 2 (\$6,827.39)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$16,650.00** estimated to be necessary to pay the cost of inspection for **THE HEATHERS AT GOLF 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 **THE HEATHERS AT GOLF VILLAGE SECTION 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, 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

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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 HEATHERS AT GOLF VILLAGE SECTION 2** Sanitary Sewer Improvement Plan with the last final acceptance. Because the plans for the Heathers at Golf Village were originally set up as Sections 1 & 2, but the Sections were approved on different dates, one complete set of as-builts for both Sections 1 and 2 shall be submitted.
- (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

15

RESOLUTION NO. 16-597

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS OF FUNDS FOR THE REGIONAL SEWER DISTRICT:

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

Supplemental Appropriations

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66211911-5338	North Star SRS-Utilities	25,000.00
66211911-5450	North Star SRS-Equipment > \$5000.00	50,000.00

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- The Delaware County JFS Department met and exceeded a federal required that social workers must meet 90% of their clients face to face. This year, the department has met 97.6 % of the children and 94.4% of the families they serve. Director Dombrosky and his team are to be commended for meeting this high standard.
- Would like Mike Frommer to introduce some of his staff that work very hard to keep the County’s sanitary sewers efficiently flowing. Some of the highlights are: 5 billion gallon of waste water come thru the county per year; the budget is roughly \$15 million per year; there are 500 miles of sewers throughout the county. That is more mileage than county roads.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- The University of Oklahoma’s softball team won the World Series this year

Commissioner Benton

- Congrats to the Cleveland Cavaliers on their win last night
- The Tanger Outlet Mall is set to open this Friday
- The Investment Committee met this morning. Treasurer Peterson is doing a great job keeping tabs on our investments.
- The Board of Revisions will meet on Wednesday

Commissioner Lewis

- Will attend a Community Action meeting this Wednesday
- Will attend the ribbon cutting on Friday at the outlet mall

18

RESOLUTION NO. 16-598

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:24 AM.

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

RESOLUTION NO. 16-599

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:57 AM.

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

19

RESOLUTION NO. 16-600

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70,

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5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 16-601

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 12:34 AM.

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

ADJOURNED UNTIL 3:00 PM

RESOLUTION NO. 16-602

IN THE MATTER OF OBJECTING TO BERKSHIRE TOWNSHIP’S PROPOSED TAX EXEMPTION AND TAX INCREMENT FINANCING:

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

WHEREAS, on May 24, 2016, the Delaware County Board of Commissioners received a notice, pursuant to section 5709.73(E) of the Revised Code, from the Berkshire Township Board of Trustees that the Board of Trustees intends to consider a resolution creating an incentive district and establishing a tax exemption and tax increment financing for the incentive district; and

WHEREAS, due to the terms of the proposed resolution, the Delaware County Board of Commissioners may object to the proposed resolution, pursuant to section 5709.73(E)(2) of the Revised Code and, within thirty days of receipt of the notice, certify its objection resolution to the Board of Trustees;

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

Section 1. The Board hereby objects to the Berkshire Township Board of Trustees’ proposed exemption for the number of years in excess of ten and for the percentage of the improvement to be exempted in excess of seventy-five per cent.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution to the Berkshire Township Board of Trustees no later than the close of business on June 23, 2016.

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BERKSHIRE TOWNSHIP
Delaware County, Ohio

TRUSTEES
Mike Dattilo 740-457-6904
William Holtry 614-839-2139
Rodney V. Myers 740-965-4852

1454 Rome Corners Road
Galena, Ohio 43021

FISCAL OFFICER
Melody L. George 614-314-8449
ZONING INSPECTOR
Jeff George 740-965-9397

May 23, 2016

VIA CERTIFIED MAIL

Delaware County Commissioners
Attn: Barb Lewis, President
101 North Sandusky Street
Delaware, Ohio 43015

Subject: Ohio Revised Code Section 5709.73 Notice
Proposed Tax Exemption and Tax Increment Financing


RECEIVED
2016 MAY 24 AM 9:43
DELAWARE COUNTY
COMMISSIONERS

Notice is hereby given that the Board of Township Trustees of Berkshire Township (Delaware County), Ohio (the "Township") intends to consider a resolution (the "TIF Resolution") creating an incentive district and exempting 100% of the increase in the assessed value of certain real property located in the Township subsequent to the passage of the TIF Resolution (the "Improvement") from real property taxes commencing, for each parcel, the earlier of (i) the first tax year that an Improvement of at least \$50,000 in assessed value (i.e., 35% of true value) appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2025, and ending on the earlier of (i) 30 years after such date, or (ii) the date on which the Township can no longer require service payments in lieu of taxes. A copy of the proposed TIF Resolution is enclosed. The following additional information is provided pursuant to Ohio Revised Code Section 5709.73(E):

Identification of Parcels: See Exhibit A

Estimated True Value of Improvement: Approximately \$10,000,000

The Board of Township Trustees of the Township will consider the TIF Resolution at a regular meeting occurring on July 25, 2016 at 7:30 p.m. at Berkshire Township Hall, 1454 Rome Corners Road, Galena, Ohio 43021, or at a subsequent meeting.


Jeff George
Township Administrator

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners