

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 1, 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. 16-739

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 28, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 28, 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
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2

PUBLIC COMMENT

3

ELECTED OFFICIAL COMMENT

4

RESOLUTION NO. 16-740

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0727 and Purchase Orders as listed below:

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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5

RESOLUTION NO. 16-741

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Mason Janczak, Michael Jones, Henry Stephenson, and Kelly Thiel attend an ASCE Webinar on Design of Sewers, at 50 Channing St, Delaware on August 29, 2016 at a cost of \$249.00 from org key 66211902-5305.

The Director of Emergency Communications is requesting that Patrick Brandt and Jeanette Adair attend a 2016 Ohio 911 Symposium in Columbus, OH on September 14, 2016 at the cost of \$22.40 (fund number 21411306).

The Director of Emergency Communications is requesting that Jeanette Adair attend a 2016 Ohio Alerts Conference in Columbus, OH on August 18, 2016 at the cost of \$28.40 (fund number 21411306).

The Director of Emergency Communications is requesting that Patrick Brandt and Jeanette Adair attend a NENA-911 Standards & Best Practices Conference 2016 from October 10-13, 2016 at the cost of \$1485.00 (fund number 21411306).

The Director of Emergency Communications is requesting that Patrick Brandt, PJ Roberts and Karla Jacobs attend an "It's You Ship" Leadership Public Safety-Training Consultants class in Dublin, OH on October 27, 2016 at the cost of \$553.00 (fund number 21411306).

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

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RESOLUTION NO. 16-742

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MJG DESIGN CO, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that MJG Design, LLC. has requested a new D1, D2 permit located at 36 N Liberty Street, Suite A, Powell, OH 43065 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO 16-743

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NORTHSTAR SECTION 3, PHASES A & B:

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

WHEREAS, on August 1, 2016,, a Ditch Maintenance Petition for Northstar Section 3, Phases A & B was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Northstar Section 3, Phases A & B located off of Wilson Road in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$602,728.85 for the benefit of the lots being created in this subdivision. 59 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$10,215.74. An annual maintenance fee equal to 2% of this basis (\$204.31) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$12,054.29 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 16-744

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IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR SAWMILL PARKWAY IMPROVEMENTS @ POWELL GRAND:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Sawmill Parkway Improvements @ Powell Grand;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Sawmill Parkway Improvements @ Powell Grand.

**OWNER’S AGREEMENT
 JOB NUMBER 16006**

THIS AGREEMENT made and entered into this 1st day of August, 2016 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SCHOTTENSTEIN REAL ESTATE GROUP**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **SAWMILL PARKWAY IMPROVEMENTS @ POWELL GRAND** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FIVE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$596,400)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and current **“Subdivision Regulations of Delaware County, Ohio”**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **FORTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$47,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than July 1, 2017** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

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

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RESOLUTION NO. 16-745

IN THE MATTER OF APPROVING THE CENTERLINE PLAT FOR THE PROJECT KNOWN AS

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DEL-CR124-7.44, HOME ROAD RELOCATION:

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

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lot 6, Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 4.482 acres of land, more or less, being a 0.816 acre portion of a 1.477 acre tract of land as conveyed to 216 Home Road, LLC of record in Official Record Volume 579, Page 139, being a 4.296 acre portion of a 9.914 acre tract of land as conveyed to Home High, LLC of record in Official Record Volume 1335, Page 2839, Recorder’s Office, Delaware County, Ohio.

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

**10
RESOLUTION NO. 16-746**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U16-119	Charter Communications	Sawmill Parkway	Bury cable in ROW
U16-120	Charter Communications	Kelly McMaster Road	Bury cable in ROW
U16-121	Columbia Gas	Rutherford Road	Extend gas line
U16-122	Consumers Gas Cooperative	Center Village Road	Install gas line
U16-123	AEP	Lewis Center Road	Install utility pole
U16-124	Charter Communications	Stover Road	Place cable in ROW
U16-125	Charter Communications	South Section Line Road	Place cable in ROW
U16-126	Charter Communications	Various Road	Provide single customer service
U16-127	AEP	Orange Road	Relocate facilities
U16-128	Del-Co Water	Big Walnut Road	Road Bore
U16-129	Charter Communications	Calhoun Road	Place cable in ROW
U16-130	Columbia Gas	Oxbow Road	Directional Bore
U16-131	Columbia Gas	Presidential Parkway	Extend gas line
U16-132	Columbia Gas	Hyatts Road	Extend gas line
U16-133	Team Fishel	Lewis Center Road	Place cable in ROW
U16-134	Team Fishel	Orange Road	Place cable in ROW
U16-135	Consolidated Electric	Sweeney Road	Bury electric in ROW

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

**11
RESOLUTION NO. 16-747**

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD; THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY AGRICULTURAL SOCIETY TO PROVIDE IT SERVICES FOR THE FAIR:

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

Whereas, the County Auditor recommends approval of An Intergovernmental Cooperation Agreement between The Delaware County Automatic Data Processing Board; The Delaware County Board Of Commissioners, And The Delaware County Agricultural Society to provide IT Services For The Fair;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve An Intergovernmental Cooperation Agreement between The Delaware County Automatic Data Processing Board; The Delaware County Board Of Commissioners, And The Delaware County Agricultural Society to provide IT Services For The Fair:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 1st day of August, 2016 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Delaware County Agricultural Society (“Fair” or “Fair Board”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The Fair Board desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide IT services for the Fair, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of the provided Internet services.

Section 3 – Division of Responsibilities

The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Fair. The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

- The Fair agrees to pay to the county a monthly fee of \$12 per user account. Currently there are ten (10) user accounts.
- The Fair shall seek prior approval of the county Chief Technology Officer for any special projects including custom programming, additional network resources, provision of WiFi, etc. prior to engaging IT staff.

Section 5 – Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. The Fair Board shall ensure that its officers, employees, agents, vendors, and any other persons provided access to the services provided hereunder comply with all applicable Delaware County policies regarding internet use. Any unauthorized use shall be cause for immediate termination of this Agreement at the County’s sole discretion.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the Fair Board within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

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The Fair Board acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Fair Board agrees to release the County from any liability or costs due to such disruption of service.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

Exhibit A

Provision by County of general IT services required for Fair business including but not limited to:

- 1. Provision of Fair email system on the existing County email server
- 2. Provision of general PC support as approved by the County Chief Technology Officer
- 3. Provision of antivirus software (Fair will pay for licenses)
- 4. Provision of a minimum of 20Mb Internet connection for fair business
- 5. Provision of support of Enterasys/Extreme switches at each location
- 6. Provision of dedicated desktop support for Fair users
- 7. Provision of Shortel VOIP system(provided by Fair) to operate on County network

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

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RESOLUTION NO. 16-748

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY AGRICULTURAL SOCIETY TO PROVIDE TELEPHONE SERVICES FOR THE FAIR:

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

Whereas, the Interim Director of Facilities recommends approval of an Intergovernmental Cooperation Agreement between The Delaware County Board Of Commissioners and the Delaware County Agricultural Society to provide telephone services for the Fair;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Intergovernmental Cooperation Agreement between The Delaware County Board Of Commissioners and the Delaware County Agricultural Society to provide telephone services for the Fair:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 1st day of August, 2016 by and between the Delaware County Board of

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Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the Delaware County Agricultural Society (“Fair” or “Fair Board”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The Fair Board desires to enter into an agreement with the County to provide telephone services for the Fair, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of the provided telephone services.

Section 3 – Division of Responsibilities

The County, via the Delaware County Director of Facilities, shall administer the services on behalf of the Fair. The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

- The Fair agrees to pay to the County a monthly fee of \$2 per active extension on the system.
- The Fair agrees to pay to the County a monthly fee for telephone trunks. This fee will be calculated per extension by dividing the monthly cost of all access trunks by the total number of extension on the County’s telephone system.
- The Fair agrees to pay for all toll charges, taxes, and regulatory fees associated or prorated to the Fair’s extensions.

Section 5 – Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

The Parties mutually acknowledge and agree that this Agreement is contingent upon the Parties entering into and maintaining a separate agreement for internet services, as the County’s telephone system is dependent upon the County network for operation. Accordingly, this Agreement shall not take effect until the separate agreement for internet services takes effect, and this Agreement shall automatically terminate, be suspended, or renew in conjunction with the agreement for internet services. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. The Fair Board shall ensure that its officers, employees, agents, vendors, and any other persons provided access to the services provided hereunder comply with all applicable Delaware County policies. Any unauthorized use shall be cause for immediate termination of this Agreement at the County’s sole discretion.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of the Fair Board within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Fair Board acknowledges that there is a risk of disruption of service to its telephone equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Fair Board agrees to release the County from any liability or costs due to such disruption of service.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

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- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

Exhibit A

Provision by County of general telephone services required for Fair business including but not limited to:

1. Provision of Fair telephone systems on the existing County Shoretel VoIP server (Fair will pay for any licenses required)
2. Provision of voicemail on the County's voicemail server (Fair will pay for licenses)
3. Provision of general telephone support as approved by the Director of Facilities

The Fair shall provide all onsite equipment such as, but not limited to, telephone handsets and telephone switches. The Fair shall pay for any licenses and support associated with onsite equipment.

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

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RESOLUTION NO. 16-749

IN THE MATTER OF EXPRESSING THE BOARD'S INTENT TO SELL PERSONAL PROPERTY THAT IS NOT NEEDED FOR PUBLIC USE, IS OBSOLETE, OR IS UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, BY INTERNET AUCTION:

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

WHEREAS, pursuant to section 307.12(E) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may sell personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

WHEREAS, the resolution authorizing sale by internet auction shall include a description of how the internet auctions will be conducted, shall specify the number of days for bidding on the property, shall indicate whether the county will conduct the internet auctions or the Board will contract with a representative to conduct the internet auctions, and shall establish the general terms and conditions of sale; and

WHEREAS, the Interim Director of Facilities recommends approving the GovDeals Financial Settlement Services Addendum with option B1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby declares its intent to sell such property by internet auction, approves the Financial Settlement Services Addendum to the GovDeals Contract, and adopts the following:

Delaware County

Online Surplus Property Disposition
General Rules

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Delaware County hereby creates the following rules pursuant to Ohio Revised Code § 307.12(E):

1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
2. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at www.co.delaware.oh.us.
3. The surplus property will be posted for a period of no less than 10 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
4. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and additional terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.
5. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
 - a. It is determined that an auction shall be canceled or terminated early,
 - b. A bidder requests permission to back out of a bid,
 - c. The identity of the bidder cannot be verified, or
 - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
6. The Board of Commissioners has contracted with GovDeals, Inc. at 100 Capitol Commerce Boulevard, Suite 110, Montgomery, AL 36117 to provide the online services necessary for the County to conduct the Internet auction.
7. Payments for all items sold will be collected by GovDeals through their Financial Settlement Services (FSS) with the County (Client) paying the GovDeals fee and the winning bidder (Buyer) paying the Buyer's Premium.
8. The Board of Commissioners establish the following General Terms and Conditions;

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “**AS IS, WHERE IS.**” **Board of County Commissioners of Delaware County, Ohio (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. **Seller** warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **Board of County Commissioners of Delaware County, Ohio** shall not exceed the actual purchase price of the property. Please note that **all sales are final upon removal of the property.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and **GovDeals** from liability therefor.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders must adhere to the inspection instructions indicated in the item description.

Consideration of Bid. **The Board of County Commissioners of Delaware County, Ohio** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Payment. All payments will be collected by **GovDeals** through their Financial Settlement Services. **GovDeals** will collect all proceeds from the winning bidder, including the “Buyer's Premium” through PayPal, credit card or wire transfer.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the **Board of County Commissioners of Delaware County, Ohio** assume responsibility for packing, loading or shipping. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

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Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Board of County Commissioners of Delaware County, Ohio** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. A link to these Terms and Conditions is displayed at the top of each page of each item listed on **GovDeals**.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. The **Board of County Commissioners of Delaware County, Ohio** is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Board of County Commissioners of Delaware County, Ohio** may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee in any way participating in the determination of certain property as surplus shall not submit a bid for its purchase.

**GovDeals
Financial Settlement Services (FSS) Addendum**

This Addendum is between GovDeals, Inc. (GovDeals), having its principal place of business at 100 Capitol Commerce Blvd. Suite 110, Montgomery, Alabama 36117, and _____
(Client) having its principal place of business at _____.

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

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GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

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

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RESOLUTION NO. 16-750

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE INTERNET AUCTION OR DISPOSAL OF CERTAIN PERSONAL PROPERTY:

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

WHEREAS, Delaware County will have miscellaneous office furniture, office equipment, building hardware and materials, and minor tools and equipment, including, but not limited to, chairs, desks, tables, filing cabinets, book shelves, shelving, modular office furniture, computers, monitors, printers, fax machines, copiers, typewriters, adding machines, small hand and power tools, which are not needed for public use, or are obsolete or unfit for the use for which they were acquired;

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

Section 1. When the above type of personal property becomes obsolete, unfit, or not needed for public use and when the estimated fair market value of each item is less than \$250.00, the Board hereby authorizes the sale of such property by internet auction.

Section 2. When the above type of personal property becomes obsolete, unfit, or not needed for public use and when the property has no value, the Board hereby authorizes the disposal or salvage of such property.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-We have had three project that were advertised and went out for bid. Those projects are now in the process of evaluation

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the Evan's Farm groundbreaking on Saturday. The event was well attended

Commissioner Benton

-No reports

Commissioner Lewis

-Would like to mention that the 2017 NACO Conference will be held in Columbus, Ohio from July 21-24, 2017 at the Columbus Convention Center

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Michael Frommer, Director Sanitary Engineering and Development

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-Sewer Master Plan Update

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners