

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 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

Absent:
 Gary Merrell, Commissioner

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 RESOLUTION NO. 16-856

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 29, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 29, 2016; and

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

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

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

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 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-857

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0829:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0829 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Washington Auto Parts	Service Center Parts	10011106-5228	\$ 20,000.00
Beems BP	Fuel Service Center	10011106-5228	\$ 50,000.00
State of Ohio BBS Treasurer	Mandatory Assessment Fees	10011301-5380	\$ 7,500.00

<u>PR #</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>line</u>
R1604670	ALADTEC INC	ANNUAL SUBSCRIPTION	10011303-5320	\$7,458.00	
R1604629	TREASURER, STATE OF OHIO	TECHNOLOGY SERVICE LEVEL AGREEMENT	22411605-5301	\$14,500.00	0001
R1604629	TREASURER, STATE OF OHIO	DELL COMPUTERS	22411605-5201	\$4,928.00	0002
R1604629	TREASURER, STATE OF OHIO	MS VISIO LICENSE	22411605-5316	\$82.29	0003

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

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RESOLUTION NO. 16-858

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jeff Doellinger, Dave Ferguson and Matt Higgins attend the Farm Science Review in London, Ohio September 21, 2016; at the cost of \$30.00 (fund number 10011105)

The Common Pleas Court is requesting that Erin Rohrer, Alison Castrilla, Angie Myers, Mark Taglione, Jarrod Burton, and Kara Clark-Moore attend an Evidence Based Practices in the Justice System training in Marion, OH on October 27, 2016 at the cost of \$125.00 (fund number 25622303).

The Common Pleas Court is requesting that Jarrod Burton and Scott Ritter attend an Evidence Room Management training in London, Ohio from August 2-3, 2016 at the cost of \$350.00 (fund number 25622303).

The Environmental Services Department is requesting that Michael Frommer attend a Water Environmental Federation Technical Exhibition Conference in New Orleans, Louisiana September 24-28, 2016; at the cost of \$1,500.00 (fund 66211901).

The Environmental Services Department is requesting that Tiffany Maag attend a Water Environmental Federation Technical Exhibition Conference in New Orleans, Louisiana September 24-28, 2016; at the cost of \$2,100.00 (fund 66211901).

The Code Compliance Department is requesting that Joe Amato, Ross Bigelow, Ed Spiers and Duane Matlack attend a 2009 IFC/IBC Hazardous Material Prevision Seminar in Reynoldsburg, Ohio on September 14, 2016 at no cost.

The Administrative Service Department is requesting that Tommie Blackledge, Brad Euans, Mindy Owens, Dana Bushong, and Dawn Huston attend an OHP ELRA 2016 Fall Program in Columbus, Ohio October 21, 2016, at the cost of \$875.00 (fund number 10011108).

The Regional Sewer District is requesting that Nate Givens, Matt Lambert, Erik McPeek and Ben Nowicki attend a Fundamentals of Pumping Seminar in Mansfield, Ohio on December 6, 2016 at a total cost of \$388.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Nate Givens, Mason Janczak, Michael Jones, Matt Lambert, Erik McPeek and Ben Nowicki attend a Fundamentals of Electrical Seminar in Mansfield, Ohio on December 7, 2016 at a total cost of \$582.00 from org key 66211901-5305.

The EMS Department is requesting that Travis Ries attend a unmanned Aircraft Systems in Disaster Management Course at the Ohio EMA, September 15, 2016, at no cost.

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

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RESOLUTION NO. 16-859

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM SAIGON ASIAN BISTRO, INC. 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 Mrs. Lewis to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Saigon Asian Bistro, Inc. has requested a new D3 permit located at 50 Neverland Drive, Lewis Center, OH 43035 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 Absent Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-860

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE WEBSTER ARNOLD DRAINAGE IMPROVEMENT PETITION FILED BY ROBERT AND RUTH TACKETT AND OTHERS:

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

WHEREAS, on July 22, 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 Robert and Ruth Tackett and Others, to:

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

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 **Monday October 3rd, 2016 at 1:30P.M., in the vicinity of 6240 Steitz Road Powell, Ohio 43015**, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Thursday December 15, 2016 at 10:00A.M.** 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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

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RESOLUTION NO. 16-861

SETTING DATE AND TIME AND PLACE FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS' PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mr. Benton, seconded by Mrs. Lewis to set **Thursday October 27, 2016 at 10:00 a.m.** in the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio as the date, time and place for The Delaware County Board of Commissioners' Public Hearing to consider the approval and adoption of the following Amendments to the Subdivision Regulations of Delaware County, Ohio:

- Amendment #1 (Reformat And Update Of General Information);
- Amendment #2 Section 101.09 General and Administration-Appendix and Handout Materials;
- Amendment #3 Section 200.01 Subdivision Types and Procedures-General;
- Amendment #4 Section 201.01 and 205.01 (c) (related) Combined Subdivision Procedures-General and Final Plat Procedure-Final Plat Submission and Schedule;
- Amendment #5 Section 203.01 and 203.04 Sketch Plan/Site Review- General and New Sketch Plan/Site Review (Expired or Modified);
- Amendment #6 Section 204.02 Preliminary Plan Procedure-Preliminary Plan Submission;
- Amendment #7 Section 205.01 Final Plat Procedure-Final Plat Submission and Schedule;
- Amendment #8 Section 206 Final Plat Document-Updates;
- Amendment #9 Section 206.04 Final Plat Document-General Plat Notations and
- Amendment #10 Section 207.04 No Plat Approval (NPA) Subdivision Procedures-Adjacent Property Transfer

(the "Amendments"), pursuant to the Ohio Revised Code Sections 711.10, 711.132, and 711.133 (Subdivision Regulations of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on web at www.dcrpc.org);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. A public hearing on the Amendments shall be held on **Thursday October 27, 2016 at 10:00a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.

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2. The clerk of this Board is directed to give notice of the public hearing on the Amendment by publication once in The Delaware Gazette, not less than 30 days prior to the hearing.
3. That this Resolution shall be in full force and effect immediately upon its adoption.

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

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RESOLUTION NO. 16-862

IN THE MATTER OF APPROVING ACH ORIGINATION AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE DELAWARE COUNTY BANK AND TRUST COMPANY FOR FINANCIAL TRANSACTION DEVICES:

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

Whereas, the Delaware County Treasurer recommends the ACH Origination agreement with the Delaware County Bank and Trust Company For Financial Transaction Devices;

Therefore Be Resolved, the Board of Commissioners approve the ACH Origination agreement with the Delaware County Bank and Trust Company for Financial Transaction Devices;

ACH ORIGINATION AGREEMENT

This Agreement, dated as of September 1, 2016 is between the Board of Commissioners, Delaware County, Ohio, whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (“Company”) and The Delaware County Bank and Trust Company, whose principal place of business is located at 110 Riverbend Avenue, P.O. Box 1001, Lewis Center, Ohio 43035-1001 (“Financial Institution”) (individually “Party”, collectively “Parties”).

Recitals

- A. Company wishes to initiate Credit/Debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the “Rules”), and the Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution initiates each Entry.

Agreement

1. Transmittal of Entries By Company.
 Company shall designate ACH eligible Company accounts through use of Financial Institution’s on-line Web DCB service. For any such designated ACH eligible Company account, Company shall transmit PPD Credits, PPD Debits, CCD Credits, CCD Debits, CCD+ Credits (Tax Payments) or other applications as approved by Financial Institution. Company shall submit all Entries to Financial Institution in compliance with the formatting and other requirements set forth in Schedule A attached hereto. Company agrees that its ability to originate entries under this agreement is subject to exposure limits in accordance with the Rules and as set forth in Schedule A attached hereto.
2. Security Procedures.
 - (a) Company and Financial Institution shall comply with the security procedures requirements described in Schedule B attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.
 - (b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by the Financial Institution in accordance with the security procedures described in Schedule B. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.
3. Compliance With Security Procedure.

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- (a) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedures referred to in Schedule B with respect to such Entry.
 - (b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.
4. Recording and Use of Communications. Company and Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either Party by use of any reasonable means.
5. Processing, Transmittal and Settlement By Financial Institution.
 - (a) Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries, Financial Institution shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to The Federal Reserve Bank of Cleveland (the "ACH Operator") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
 - (b) Financial Institution shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Schedule C attached hereto one or two business days prior to the Effective Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth on Schedule C on a business day, (ii) the Effective Date is at least 1 day after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than a Saturday or a Sunday], and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule C, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedures provided herein) is completed as provided in Schedule C.
 - (c) If any of the requirements of clause (i), (ii) or (iii) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule C which is a business day and a day on which the ACH Operator is open for business.
6. On-Us Entries. Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"). Financial Institution shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.
7. Rejection of Entries. Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 2, Security Procedures, or which contains an Effective Entry Date more than 30 days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Financial Institution may reject any Entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by telephone or electronic transmission (i.e. email) of such rejection no later than the business day such Entry would have otherwise been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us Entry, its Effective Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided herein.
8. Cancellation or Amendment By Company. Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of On-Us Entry, prior to crediting or debiting a Receiver's account, but shall have no liability if such cancellation is not effected.

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9. Notice of Returned Entries. Financial Institution shall notify Company by telephone or electronic transmission (i.e.email) of the receipt of a returned entry from the ACH Operator no later than 1 business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Originator by telephone or electronic transmission of receipt of each return entry no later than 1 business day after the business day of receiving such notification from the ODFI.

Financial Institution shall provide Company all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Financial Institution relating to Entries transmitted by Company. Financial Institution must provide such information to Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Payment By Company for Entries; Payment by ODFI for Entries. (a) Company shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Financial Institution, in its discretion, may determine. (b) Company shall promptly pay Financial Institution the amount of each debit entry returned by a Receiving Depository Financial Institution (RDFI) that was transmitted by Financial Institution pursuant to the Agreement. (c) Financial Institution shall pay Company the amount of each debit Entry transmitted by Financial Institution pursuant to the Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Financial Institution, in its discretion, may determine. (d) Financial Institution shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.
11. The Account. Any amount due to the Financial Institution under this Agreement shall not be directly deducted from any account(s) maintained at the Financial Institution by the Company or set-off against any amount the Financial Institution owes the Company. The Financial Institution shall separately invoice the Company for any such amount due. Invoices shall be sent to the Company only when fees and/or charges are actually incurred. Invoices shall be sent to the address of the account holder, unless the account holder otherwise provides written notice that invoices should be sent to a different address. Invoices shall be detailed and state the nature of the fees and/or charges, the date such fees and/or charges were incurred and, as applicable, any units and/or quantities. The due date for payment of invoices shall be stated on all invoices, but shall be no less than thirty (30) days.

Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution such information pertaining to Company's financial condition as Financial Institution may reasonably request.

12. Account Reconciliation. Entries transmitted by Financial Institution or credited or debited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within 60 days of receipt of a periodic statement containing such information; Company agrees, except as otherwise provided by law, that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within 60 days of receipt of such periodic statement, Company shall, except as otherwise required by law, be precluded from asserting such discrepancy against Financial Institution.
13. Company Representations And Agreements. With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those type Entries set forth in Section 1, Transmittal of Entries By Company, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the amount of the Entry.

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14. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.
- (a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from the Company) or those of any other person, including, without limitation, a Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent.
 - (b) Financial Institution shall be liable only for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to the Agreement; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
 - (c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. government regulatory authority.
 - (d) Subject to the forgoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.
15. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Financial Institution to the RDFI may be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
16. Payment For Services. Unless Company maintains minimum account balances as described below, Company shall pay Financial Institution the fees and/or charges for the services provided in connection with this Agreement, as set forth in Schedule D attached hereto. Such fees and/or charges shall not be directly deducted from any account(s) maintained at the Financial Institution by the Company or set-off against any amount the Financial Institution owes the Company. The Financial Institution shall separately invoice the Company for any fees and/or charges. Invoices shall be sent to the Company monthly. Invoices shall include all fees and/or charges incurred during that month. Invoices shall be sent to the address of the account holder, unless the account holder otherwise provides written notice that invoices should be sent to a different address. Invoices shall be detailed and state the nature of the fees and/or charges, the date such fees and/or charges were incurred and, as applicable, any units and/or quantities. The due date for payment of invoices shall be stated on all invoices, but shall be no less than thirty (30) days.
- Fees and/or charges may change from time to time. The Financial Institution shall provide the Company advance written notice of any change in the fees and/or charges. Following such notice the Company shall have thirty (30) days to accept such change or changes or terminate this Agreement as provided in this Agreement. No changes to fees and/or charges shall be effective before such thirty (30) days has elapsed.
- Financial Institution may establish minimum account balances for any Company account or accounts which will be set forth on an ACH Minimum Account Balance Addendum. In the event Company maintains the established minimum account balance on a monthly basis, then Financial Institution shall not charge fees and/or charges as set forth on Schedule D.
17. Amendments. Except for changes necessitated by changes in applicable laws and regulations, which shall automatically take effect and of which the Financial Institution shall provide prior written notice to the

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Company, this Agreement and the terms and conditions contained in this Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

18. Notices, Instructions, Etc.

- (a) Except as expressly provided herein or as may be required or permitted under any other Agreement or Contract between the Financial Institution and the Company/account holder, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be hand delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution, addressed to:

The Delaware County Bank and Trust Company
110 Riverbend Ave, P.O. Box 1001
Lewis Center, OH 43035-1001
Attn: Treasury Management Department

and, if to Company, addressed to:

Board of Commissioners
 Delaware County, Ohio
 101 North Sandusky Street
 Delaware, Ohio 43015

Attn: Delaware County Administrator

And

Delaware County Treasurer
 140 N. Sandusky Street, 1st Floor
 Delaware, Ohio 43015

And

Account Holder at Account Holder's Address

unless another address(es) is/are substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

19. Data Retention. Company shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by Financial Institution as provided herein, and shall provide such data to Financial Institution upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules. As an Originator under the NACHA Operating Rules, Company is required to and must have policies, procedures and systems in place related to handling and storage of Protected Information. Protected Information is defined in Schedule B. Additional information related to Protected Information and Company's obligations to secure this information is defined in Schedule B of this agreement.
20. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution shall make available such information upon Company's request.
21. Evidence of Authorization. Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire. As an Originator under the NACHA Operating Rules, Company is required to and must have policies, procedures and systems in place related to handling and storage of Protected Information. Additional information related to Protected Information and Company's obligations to secure this information is defined in Schedule B of this agreement.
22. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts in connection with any actions that the relevant Party may be obligated to defend or elects to pursue against a third party.

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23. Termination. Company may terminate this Agreement at any time and for any reason. Such termination shall be effective on the first business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing notice of such termination to Company. Financial Institution reserves the right to terminate or suspend an Originator for breach of the Rules; and the right to audit an Originator's compliance with the Agreement and the Rules. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.
24. Entire Agreement. This Agreement (including the Schedules attached hereto), together with the Account Agreement and any other any other Agreement or Contract between the Financial Institution and the Company/account holder, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company, regardless of whatever practices and procedures Financial Institution and Company may use.
25. Non-Assignment. The Parties may not assign this Agreement or any of the rights or duties hereunder to any person or entity without the other Party's prior written consent.
26. Wavier. Financial Institution may waive enforcement of any provision of this Agreement. Any such wavier shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
27. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.
28. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
29. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
30. Term. This Agreement shall be effective beginning on the date the last Party executes this Agreement and shall continue for a term of five (5) years, unless terminated as provided in this Agreement or unless termination is otherwise required by any state or federal banking law or regulation.
31. Renewal. Upon written agreement of the Parties, this Agreement may be renewed for successive five (5) 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.
32. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
33. Incorporation of Documents. The following Schedules and Exhibits are attached to this Agreement and by this reference incorporated into and made a part of this Agreement:
 - Schedules A-F
 - Exhibit 1 – Additional Terms and Conditions
 - Exhibit 2 – OPERS Independent Contractor/Worker
 - Exhibit 3 – Certification/Affidavit in Compliance with O.R.C. Section 3517.13
 - ACH Minimum Account Balance Addendum

To the extent that any terms and conditions of this Agreement conflict with those contained in the attached Exhibits, the terms and conditions of this Agreement shall prevail.

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

**SCHEDULE A
DISCLOSURE OF EXPOSURE LIMITS**

Credit Origination:

Payroll (PPD Credits)	\$ _____	Daily Value
Payments (PPD & CCD Credits)	\$ _____	Daily Value
EFTPS Tax Payments (CCD+ Credits)	\$ _____	Daily Value
Single Payments	\$ _____	Daily Value
Total Credit Origination:		\$ _____ Daily Value

Debit Origination:

Single Receipts (PPD & CCD Debits)	\$ _____	Daily Value
Collections (PPD Debits)	\$ _____	Daily Value
Total Debit Origination:		\$ _____ Daily Value

**Schedule B
Security Procedures**

General

As with any function involving transfer of funds, security is a very important part of the ACH software. Company, as a user, sender or originator of ACH transfers under this Agreement, must comply with all Security Procedures and Requirements described herein. User Security features are designed to make sure that only authorized individuals can use the system, and to prevent anyone from using it under an identity other than their own. Effective security is always a combination of two factors:

- Comprehensive system security features
- Adherence to user security guidelines

The following Security Procedures are offered by The Delaware County Bank and Trust Company (“Financial Institution”) to each sender that sends a payment order to the Financial Institution for the purpose of verifying the authenticity of a payment order or a communication amending or canceling a payment order (collectively a “payment order”). The Security Procedures are not used to detect an error in the transmission or the content of the payment order.

On-Line Security Procedure

The Financial Institution offers On-Line Security Procedures to any sender that issues or receives a payment order by means of an encrypted communication between its facilities (or that of a Third Party Service Provider) and the Financial Institution’s facilities utilizing a hardware/software system specified by the Financial Institution.

Each of the On-Line Security Procedures is comprised of the following:

- Security protocols embedded in the hardware and software associated with the equipment used to initiate, transmit and receive a payment order;
- Access controls that grant access to the Payment Order Service, such as User Level designation, identification codes and confidential passwords;
- Encryption of a payment order during the transmission process over a private network.

In addition, each sender issuing or receiving payment orders on-line must implement its own physical and logical security as well as management controls that appropriately protect the hardware, software, and access controls used in the funds transfer process from unauthorized access and use. A sender must also have controls in place to ensure that initiation of a payment order occurs from locations it has authorized and requires action from more than one of its employees.

The procedures are more specifically described in the security documentation provided by the Financial Institution and amended from time to time.

For WebDCB internet customers, this documentation is included in:

WebDCB Web Banking Security Tips

The Sender is responsible for implementing the procedures set forth in the applicable security documentation provided to it by the Financial Institution as well as any subsequent modification to the procedures that are

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designed to strengthen the Security Procedures. If the sender changes a default setting or fails to implement a “strong recommendation” described in the documentation provided by the Financial Institution, the sender has unilaterally altered the Security Procedure and solely bears any resulting loss.

Off-Line Security Procedure

The Off-Line Security Procedure is used when a sender that normally issues or receives a payment order by means of an encrypted communication using the On-Line Security Procedures is unable to do so because of equipment or communications failure or other circumstances.

In general, when a payment order is issued, the Off-Line Security Procedure involves one of the following: (a) an authorized signer on the account comes in person to our Corporate Headquarters with the payment order to be processed in house. (b) the payment order is sent via email through a secure messaging system and the files are then processed in house.

Customer Requirements Regarding Protected Information

Protection of Sensitive Data and Access Controls (Security Framework):

The NACHA Operating Rules require Originators to implement procedures, policies and systems aimed at protecting the security and integrity of certain ACH data throughout its lifecycle. The Security Framework establishes minimum data security obligations for ACH Network Participants. Specifically, the Framework:

- Requires Originators to establish, implement and, as appropriate, update security policies, procedures and systems related to the initiation, processing and storage of Entries and resulting Protected Information.

Protection of Sensitive Data and Access Controls (Protected Information):

The Security Framework requires all Originators to comply with specific security requirements with respect to the handling and storage of Protected Information. Under this rule, Originators are required to establish, implement, and as appropriate, update security polies, procedures and systems related to the initiation, processing, and storage of entries. These policies, procedures, and systems must:

- Protect the confidentiality and integrity of Protected Information
- Protect against anticipated threats or hazards to the security or integrity of Protected Information; and
- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

The Rules define Protected Information as:

The non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record. The definition of Protected Information not only covers financial information, but also includes sensitive non-financial information (such as account information contained in Addenda Records for bill payments) that may be incorporated into the Entry or any related Addenda Record.

**SCHEDULE C
REGULAR ACH PROCESSING SCHEDULE**

DEBIT TRANSACTIONS

Method of Delivery	Deadline
Transmission of File	<u>3:00 p.m. 1 business day prior to effective date</u>
Submission of transactions on WebDCB	<u>3:00 p.m. 1 business day prior to effective date</u>

* Single item reversals and corrections may be submitted in agreed upon method for original item effective date in accordance to the Rules.

CREDIT TRANSACTIONS

Method of Delivery	Deadline
Transmission of File	<u>3:00 p.m. 1 business day prior to effective date</u>
Submission of transactions on WebDCB	<u>3:00 p.m. 1 business day prior to effective date</u>

* Single item reversals and corrections may be submitted in agreed upon method for original item effective date in accordance to the Rules.

Financial Institution Location:

The Delaware County Bank and Trust Company
Attn: Finance Department ACH Services.
110 Riverbend Ave.

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P.O. Box 1001
Lewis Center, OH 43035-1001

**SCHEDULE D
FEE SCHEDULE**

ACH Origination Monthly Fee Per Account	\$ 375.00
ACH Return Item Fee	\$ 5.00
ACH Reversal Fee	\$ 10.00
Notification of Change Fee	\$ 5.00

**SCHEDULE E
FEDERAL RESERVE BANK HOLIDAY SCHEDULE
2015, 2016 & 2017**

	2015	2016	2017
New Year's Day	01-01	01-01	01-02
Martin Luther King Day	01-19	01-18	01-16
President's Day	02-16	02-15	02-20
Memorial Day	05-25	05-30	05-29
Independence Day	07-04	07-04	07-04
Labor Day	09-07	09-05	09-04
Columbus Day	10-12	10-10	10-09
Veterans Day	11-11	11-11	11-11
Thanksgiving Day	11-26	11-24	11-23
Christmas Day	12-25	12-26	12-25

**SCHEDULE F
NO SCHEDULE F**

**EXHIBIT 1
ADDITIONAL TERMS AND CONDITIONS**

- Authority. The Company (Board of Commissioners, Delaware County, Ohio) is authorized by, including, but not limited to, R.C. § 301.28 to enter this Agreement.
- Independent Contractor. Financial Institution shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Financial Institution assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Financial Institution and its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Company or Delaware County, Ohio.
- Independent Contractor Acknowledgement/No Contribution to OPERS. The Company and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Financial Institution as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Financial Institution and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The Financial Institution acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed the Financial Institution of such classification and that no contributions will be made to OPERS. If the Financial Institution is an individual or has less than five (5) employees, the Financial Institution, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit 2. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature Date

Title

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4. Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Financial Institution, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Company from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit 3.
5. Confidentiality. The Financial Institution shall maintain confidentiality of all account information and documents. The Financial Institution shall only release account information and documents to individuals identified by the Company/account holder as authorized to transact the account and/or as required by applicable law.
6. Indemnity. To the fullest extent of the law and without limitation, the Financial Institution shall indemnify and hold free and harmless the Company, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from, in whole or in part, the Financial Institution’s performance of this Agreement or the Financial Institution’s actions, inactions, or omissions, including, but not limited to the performance, actions, inactions, or omissions of the Financial Institution’s boards, officers, officials, employees, volunteers, agents, servants, or representatives if the same are found by a Court of law to be willful or grossly negligent. In the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, the Financial Institution shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. Further, in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, the Financial Institution shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney’s fees.
7. Insurance. The Financial Institution shall carry and maintain current throughout the life of this Agreement, without lapse, the following insurance:
- A. Federal Deposit Insurance Corporation (FDIC) insurance on the Company’s deposits providing the maximum allowable amount of coverage.
 - B. General liability insurance as will protect the Financial institution and the Indemnified Parties against any and all claims for injury or damage which may arise out of or result from the Financial Institution’s performance of or operations under this Agreement. 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.
- The Financial Institution shall be responsible for any and all premiums for such policies. At any time throughout the life of the Agreement the Company may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.
8. Worker’s Compensation Insurance. The Financial Institution shall carry and maintain throughout the life of the Agreement Worker’s Compensation Insurance as required by Ohio law and any other state in which work will be performed. The Financial Institution shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the Company may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.
9. Access to Records. At any time during regular business hours, with reasonable notice, and as often as the Company or any other agency or individual authorized by the Company may deem necessary, the Financial Institution shall make available to any or all the above named parties or their authorized representatives, at no cost, all contracts, subcontracts, invoices, receipts, reports, statements, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Agreement (“Records”). The Company and the above named parties shall be permitted by the Financial Institution and shall be entitled to inspect or audit and/or make excerpts, photocopies, copies, and/or transcripts of the Records.
10. Records Retention. For a minimum of three (3) years after termination of this Agreement, the Financial Institution shall retain and maintain, and assure that all of its subcontractors retain and maintain, all Records which are customarily retained by financial institutions in the industry for such type of account. If an audit, litigation, or other action is initiated during the term of this Agreement, the Financial Institution shall retain and maintain, and assure that all of its subcontractors retain and maintain, the Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
11. Certification Regarding Personal Property Taxes. The Financial Institution, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Signature

Date

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12. Taxes. The Company is a political subdivision and tax exempt. The Financial Institution shall not charge the Company any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the services that the Financial Institution provides to the Company pursuant to this Agreement. Proof of exemption shall be provided upon request.
13. Drug Free Environment. The Financial Institution comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Financial Institution shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
14. Non-Discrimination/Civil Rights/Equal Opportunity. In fulfilling the obligations and duties of this Agreement, the Financial Institution certifies and agrees as follows:
 - A. The Financial Institution, all subcontractors, and/or any person acting on behalf of the Financial Institution or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
 - B. The Financial Institution, all subcontractors, and/or any person acting on behalf of the Financial Institution or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

The Financial Institution shall post in conspicuous places, available to employees and applicants for employment, notices stating that the Financial Institution complies with all applicable federal and state non-discrimination laws.

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

15. No Exclusivity. The Bank shall not be the exclusive provider of the services provided pursuant to this Agreement. The County and/or the Clerk (you), in its/your sole discretion, may utilize other contractors to perform/provide the same or similar services.
16. Certification Regarding Findings for Recovery. The Financial Institution, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

 Signature

 Date

 Title

17. Subcontracting. The Financial Institution may not subcontract any portion of this Agreement, without the Company's prior written consent. If any portion of this Agreement is subcontracted, The Financial Institution shall continue to act as the prime contractor for all subcontracted services and shall assume full responsibility for the performance of the services. The Company acknowledges and consents that the Financial Institution may subcontract with third parties for the processing and/or preparation of statements, checks or other matters in the performance of its obligations under this Agreement but the Financial Institution shall remain the sole point of contact and shall be ultimately responsible for the performance of this Agreement and the services.
18. Competitive Selection Procedure. The Company complied with the competitive selection procedure required by R.C. § 301.28 in selecting the Financial Institution.
19. Drafting. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
20. Maximum Payment. The maximum amount for services, charges, and/or fees payable pursuant to this Agreement is \$25,000.00. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.
21. Counterparts. This Agreement may be executed in counterparts.
22. Use of this Agreement. Each County Official as defined in and subject to Commissioner Resolution 08-117, as amended, may avail their office of the services provided by the Financial Institution pursuant to this Agreement. However, before using such services and before accepting payments by Financial Transaction Devices, the County Official shall provide written notification to the Board of County Commissioners and the County Treasurer of the Official's intent to implement Resolution 08-117 and this Agreement within the Official's office.

ACH Minimum Account Balance Addendum

Pursuant to paragraph 16 of the ACH Origination Agreement so long as Customer maintains the specified Minimum Account

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Balance for the specified account(s), the monthly fees will be waived.

Customer Name: Board of Commissioners, Delaware County, Ohio

County Office	Account Number(s)	Minimum Account Balance

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

10

RESOLUTION NO. 16-863

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR DELAWARE PARTNERSHIP MEETINGS:

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

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

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

WHEREAS, the Delaware County Economic Development Department hosts the Delaware Partnership meetings as a forum for public and private entities for the purpose of engagement on the Economic Development in the county and coffee, meal, and refreshments will need to be provided.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Economic Development funds in an amount not to exceed \$300.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the remaining meetings in 2016.

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

11

RESOLUTION NO. 16-864

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE DELAWARE COUNTY FOUNDATION 2016 COMMUNITY GRANT DIVISION OF EMERGENCY MEDICAL SERVICES GRANT FOR THE TRAINING OF PERSONNEL AND THE PURCHASE OF EQUIPMENT USED FOR TRAINING AND EDUCATION:

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

WHEREAS, the Delaware County Foundations offers grants in support of projects that will have a lasting impact on Delaware County; and

WHEREAS, Delaware County Emergency Medical Services (“DCEMS”) has been working with the Tri-Twp. Fire Department and the Buckeye Valley School District to establish an in-school emergency medical response team of and by the faculty and students of Buckeye Valley to assist in emergency medical treatment of the sick and injured; and

WHEREAS, the Chief of DCEMS recommends approval of this Resolution to authorize submitting an application for grant funding for the High School Emergency Response Program that would provide monetary resources to assist DCEMS in training, equipping, and improving availability, accessibility to six (6) Medical Responder Bags to be located in Buckeye Valley High School and to be used by medical response teams for medical and trauma emergencies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the submitting of an application for a grant for emergency medical services purposes as set forth herein.

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

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RESOLUTION NO. 16-865

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

22411605-5381 Job and Family Services \$700.00 DKMM Workforce Meeting, September 12, 2016, Planning Committee meetings October and December 2016

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

13

RESOLUTION NO. 16-866

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

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

WHEREAS, pursuant to section 9.2 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 care; and

WHEREAS, the All Shepherd Church of Lewis Center has donated back packs and school supplies to the Department of Job and Family Services to be given to children involved with Children Services; and

WHEREAS, the value of these back packs and school supplies has been set at \$850; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the donation from All Shepherd Church and offer thanks for their generous support of the Delaware County Department of Job and Family Services;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts All Shepherd's donation of \$850.00 in back packs and school supplies to the Delaware County Department of Job and Family Services and thanks All Shepherd Church for their thoughtful generosity and commitment to the children of Delaware County.

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

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RESOLUTION NO. 16-867

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR THE GLADE AT HIGHLAND LAKES SECTION 1:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for The Glade at Highland Lakes Section 1:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 1st day of September 2016, by and between **Edwards Land Development Company**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Glade at Highland Lakes Section 1** 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 **Section 1** of the **Sanitary Sewer Improvement Plans for The Glade at Highland Lakes Section 1 & 2**, dated **August 9th, 2016**, and approved by the County on **August 18th, 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 **25** single family residential equivalent connections approved with this Agreement (22 connections from Section 1, and 3 connections from Section 2 shall be served by the Section 1 Sanitary Sewer Improvements: lots T23, T44 and T45 as shown on the approved sanitary sewer improvement plans). 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 (**\$130,975.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____ Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **The Glade at Highland Lakes Section 1**.

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 Glade at Highland Lakes Section 1 (\$4,584.13)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$11,100.00** estimated to be necessary to pay the cost of inspection for **The Glade at Highland Lakes Section 1** by the Delaware County Sanitary Engineer. The Delaware County

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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 Glade at Highland Lakes Section 1** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

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

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Spent the day with the social workers at the JFS department yesterday. We should be very proud of the work they do there.

-First Thursday Showcase department: Facilities, janitorial staff

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-There's a lot of things going on in Delaware County this (new) month. The Parade of Homes starts this weekend; the Commissioners will hold our reception on the 6th from 5-7PM, the All Horse Parade is September 11th, the Delaware County Fair starts the 17th.

-Wishing Cathy Merrell a speeding recovery

-Attended the CCAO Taxation Committee meeting Monday afternoon

Commissioner Lewis

-Best wishes to Cathy Merrell and a speedy recovery

There being no further business, the meeting adjourned.

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners