

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2016

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

**Present:**  
 Jeff Benton, Vice President  
 Gary Merrell, Commissioner

**Absent:**  
 Barb Lewis, President

10:00 AM Public Hearing for Consideration of The Thomas #9 Watershed Drainage Improvement Petition

**1**  
 RESOLUTION NO. 16-1013

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 6, 2016:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 6, 2016; and

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

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

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

**2**  
 PUBLIC COMMENT

**3**  
 ELECTED OFFICIAL COMMENT

**4**  
 RESOLUTION NO. 16-1014

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1012:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1012 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Ohio Cat	Generator Repairs Regional Sewer	66211903-5328	\$ 5,811.26
Ohio Cat	Generator Repairs Regional Sewer	66211904-5328	\$ 13,571.06
Endicott Microfilm	Records Center Program	10011103-5201	\$ 6,100.00
Janton Co.	Parts for Belt Press Regional Sewer	66211904-5260	\$ 6,000.00
Beems BP	Fuel Service Center	10011106-5228	\$ 50,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1605083	WESTECH ENGINEERING INC	PARTS TO REPAIR CLARIFIER 7	66211903 - 5201	\$ 7,655.00	0001
R1605106	STAPLES BUSINESS ADVANTAGE	OVERHEAD CABINETS, TABLE, CHAIRS, LATERAL FILES	66211902 - 5201	\$ 5,936.96	0001
R1605107	LONG ECONOMIC DEVELOPMENT	LONG EDA FINANCIAL SERVICES CONTRACT	21011113 - 5301	\$15,000.00	0001
R1605121	HILLS BLACKTOP INC	EMS 8 - BLACKTOP REPAIR	40111402 - 5328	\$10,000.00	0001
R1605141	ADVANTAGE ADOPTION & FOSTER CARE LTD	AMENDMENT/RESIDENTIAL TREATMENT	22511607 - 5342	\$32,000.00	0001
R1605147	FINANCE DIRECTOR,	PERMITS	40411414 - 5410	\$200,000.00	0001

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DELAWARE CORP

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

**5**  
**RESOLUTION NO. 16-1015**

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

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

The Child Support Enforcement Agency is requesting that Joyce Bowens, Jason Porter and Brandy Krouse attend an Outreach Day North Central in Marion, Ohio on October 12, 2016 at no cost.

The Facilities Department is requesting that Kevin Miller and Matt Mullins attend a Compressor Tear-Down Class in Columbus, Ohio on November 3, 2016 at the cost of \$50.00 (fund number 10011105).

The EMS Department is requesting that Mike Schuiling, Eric Burgess and Aaron Jennings attend an Ohio Public Employer Labor Relation Association Conference in Columbus, Ohio October 21, 2016, at the cost of \$825.00 (fund number 10011108)

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

**6**  
**RESOLUTION NO. 16-1016**

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

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

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

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

**7**  
**RESOLUTION NO. 16-1017**

**IN THE MATTER OF APPROVING AMENDMENT #1 TO THE AGREEMENT BETWEEN GLOBAL TEL\*LINK CORPORATION AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY SHERIFF’S OFFICE, FOR INMATE TELEPHONE SERVICE:**

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

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of amendment #1 to the agreement with Global Tel\*Link Corporation for Inmate Telephone Service;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve amendment #1 to the agreement with Global Tel\*Link Corporation and the Delaware County Sheriff’s Office for Inmate Telephone Service:

**AMENDMENT # 1 TO INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment #1 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **INMATE TELEPHONE SERVICE AGREEMENT**, dated May 10, 2012, as amended from time to time (the "Agreement"), by and between Global Tel\*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and the Delaware County Board of Commissioners on behalf of the Delaware County Sheriff's Office, with an address of 844 US HWY 42N, Delaware, Ohio 43015 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

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**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone Service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

**Inmate Telephone Services.**

Interstate ITS calls, made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, made using a debit, prepaid/AdvancePayTM format: \$ 0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePayTM format: \$ 0.24 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

**Transaction Fees.** Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

**Single-Call and Related Billing Arrangements.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Department under the Agreement shall be eleven cents (\$0.11) per minute on completed Intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.

3. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider, Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any

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entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement."

2. The following Section is hereby added to the Agreement as Section 28:

"Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement."

2. The following Section is hereby added to the Agreement as Section 29:

"Service Schedules. Any Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed, This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

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

**8**  
**RESOLUTION NO. 16-1018**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR COMMON PLEAS COURT:**

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

<b>Supplemental Appropriations</b>		
28229205-5320	Legal Research/Software & Computer Service	15,000.00

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

**9**  
**RESOLUTION NO. 16-1019**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE/PROBATE COURT AND THEMIS TRACKING SERVICES, LLC. FOR GLOBAL POSITIONING SYSTEMS MONITORING AND TRACKING:**

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

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommends approving the agreement with Themis Tracking Services, LLC.:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement between the Delaware County Board of Commissioners; The Delaware County Juvenile/Probate Court And Themis Tracking Services, LLC. for Global Positioning Systems monitoring and tracking:

**AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES**

This Agreement ("Agreement") is made and entered into this 13<sup>th</sup> day of October 2016, by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer"), and Themis Tracking Services, LLC ("Provider"), a certified distributor for Secure Alert,

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Inc., a Utah corporation, whose principal place of business is located at 2703 Vestry Avenue, Cleveland, Ohio 44113, (individually "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

**WHEREAS**, the Court is in need of certain Equipment and Accessories ("Equipment"), Monitoring Services associated with the Equipment ("Monitoring Services"), and/or certain other associated services ("Other Services") (collectively "Equipment, Monitoring, and Other Services") to track and monitor offenders ("Offender") using Global Positioning Systems ("GPS"); and,

**WHEREAS**, The Provider is qualified and willing to provide such Equipment, Monitoring, and Other Services at an agreed-upon price.

**STATEMENT OF THE AGREEMENT**

**NOW, THEREFORE**, in consideration of the terms, covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to state the terms, covenants, and conditions under which the Provider will provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS.
2. **TERM:** The term of this Agreement shall be inclusive of July 1, 2016 and continue through June 30, 2017.
3. **RENEWAL:** Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
4. **CONTINUED POSSESSION OF EQUIPMENT:** Continued possession of the Equipment by the Customer past the end of the term or any renewal of this Agreement shall obligate the Customer to payment of additional monthly rental payments for the Equipment as set forth in Schedule A until such time as the Equipment is returned to the Provider.
5. **SCOPE OF SERVICES:** The Provider shall provide/render Equipment, Monitoring, and Other Services to the Customer as follows:
  - A. The Provider shall provide/render to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS as specified in Schedule A.
  - B. The Provider shall provide/render to the Customer the straps and cuffs identified in Schedule B.
  - C. If the Customer elects insurance coverage, the Provider shall provide/render to the Customer the insurance coverage identified in Schedule C.
6. **COMPENSATION:** In exchange for providing the Equipment, Monitoring, and Other Services, the Customer shall compensate the Provider at the rates set forth in Schedule A. The Provider will bill the Customer on a monthly billing cycle.
7. **INVOICE:** After the Equipment, Monitoring, and Other Services have been provided/rendered, the Provider shall provide the Court with a proper detailed invoice. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:
  - The Provider's full name, address, telephone number, email address, and facsimile number;
  - Name of a contact person with the Provider in charge of billing, including a telephone number and email address for such contact person;
  - The Provider's federal employer identification number and/or a completed federal W-9 form;
  - Court's full name and address;
  - If applicable, purchase order number authorizing the purchase of the Equipment, Monitoring, and Other Services;
  - Billing period;
  - Detail as applicable, including, but not limited to, description of the Equipment, Monitoring, and Other Services provided/rendered, dates of when the Equipment, Monitoring, and Other Services were provided/rendered, and rates and quantities/hours spent providing/rendering the Equipment, Monitoring, and Other Services;
  - Total cost of Equipment, Monitoring, and Other Services provided on the invoice.

The Provider shall submit invoices to the Court as follows:

Karen Wadkins  
Fiscal Coordinator

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Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Upon the submission of a proper invoice, payment shall be made to the Provider within thirty (30) days.

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

8. **MAXIMUM PAYMENT:** The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of Forty-Five Thousand Dollars and No Cents (\$45,000.00) or (2) the amount of actual Equipment, Monitoring, and Other Services rendered to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider under this Agreement exceed the maximum of Forty-Five Thousand Dollars and No Cents (\$45,000.00).
9. **TAXES:** The Customer is a political subdivision and tax exempt. The Provider therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Equipment, Monitoring, and Other Services that the Provider provides/renders to the Customer pursuant to this Agreement. Proof of such tax status shall be provided to the Provider by the Customer upon request.
10. **RATE CHANGES:** The Customer shall be provided written notice at least thirty (30) days in advance of any changes of rate(s) included in this Agreement. Such notice shall be sent to the Customer via certified U.S. Mail, return receipt.

If the Customer is agreeable to the noticed change in rate(s), the Customer shall notify the Provider of such agreement. This Agreement shall then be amended to reflect such change in rate(s). Such amendment shall be in writing and signed by both Parties.

Notwithstanding any other provision of this Agreement, if the Customer does not agree to the noticed change in rate(s), the Customer shall have the right to immediately terminate this Agreement upon receipt of the notice of the change in rate(s). If the Customer desires to terminate the Agreement based on such a change in rate(s), it shall provide written notice to the Provider within fifteen (15) days of its receipt of the notice of the change in rate(s). Actual termination of this Agreement shall occur on a date mutually determined by the Parties. In the event of termination due to a change in rate(s), the change in rate(s) shall not take effect before such actual date of termination and the Customer shall not be charged the changed rate(s).

11. **OWNERSHIP:** Neither the Customer, nor the Offender, is the owner of the Equipment nor has title to the Equipment. Neither the Customer, nor Offender, may sell, transfer, or assign, the Equipment, without the express prior written permission of the Provider. Neither the Customer, nor the Offender, may attempt to alter or otherwise tamper with the Equipment. The Customer agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever and agrees to give the Provider immediate notice if any legal process or lien is asserted or made against the Equipment.
12. **DAMAGE TO OR LOSS OF EQUIPMENT:** The Customer is responsible for any and all loss or damage to or theft of the Equipment. Normal wear and tear is expected. Damage for purposes of this Section includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or function at all, but excludes normal wear and tear. If the Equipment is damaged, lost or stolen while in the Customers possession, the Customer agrees to pay the Provider the full cost to repair or replace such Equipment based on the rates set forth in Schedule A. The determination of whether the Equipment must be repaired or replaced shall be made by mutual agreement of the Provider and the Provider's manufacturers. The Customer will be provided a detailed evaluation as to the findings of the condition of the Equipment and actions taken on any Equipment either repaired or replaced.
13. **NON-DISCLOSURE OF PROPRIETARY INFORMATION:** The Customer acknowledges that it may obtain or have access to confidential and proprietary information of the Provider that is the sole and exclusive property of the Provider or other entities or persons affiliated with the Provider in connection with the provision of the Equipment, Monitoring, and Other Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Except as otherwise required by law, the Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement, and to protect it with at least the same level of protection that the Customer affords its own confidential and proprietary information. Without limiting the foregoing, the Customer expressly agrees, except as otherwise required by law, that the Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of the Provider. If the Customer is required by public records laws, other applicable law or regulation, or by legal process to disclose any Proprietary Information, the Customer agrees that it shall provide the Provider with reasonable prior written notice of such request to enable the Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, the Customer shall, except as otherwise required by law, at the request of the Provider, either destroy or promptly deliver to the Provider all Proprietary Information, including all documents or other media containing Proprietary Information, including all copies, reproductions, summaries, analysis or extracts thereof, in

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the possession of the Customer, and the Customer shall certify to the Provider that the Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section shall survive the expiration or termination of this Agreement.

- 14. WARRANTY: EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** The Customer's sole remedy against the Provider for any failure whatsoever relating in any way to the use of the Equipment, Monitoring, and Other Services shall be limited to the replacement of the Equipment if applicable; provided that any such failure of Equipment, Monitoring, and Other Services was not caused by any act or omission on the part of the Customer. The Provider agrees to transfer to the Customer, to the extent permitted by law or applicable contracts, any warranties made to the Provider by a manufacturer or vendor of the Equipment.

- 15. INDEPENDENT CONTRACTOR:** The Provider agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

The Provider 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.

The Provider and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Court, the Board, or Delaware County, Ohio.

- 16. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS:** The Court, the Board, 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 Provider 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 Provider 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 Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If The Provider is an individual or has less than five (5) employees, the Provider, 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 1 and by this reference is incorporated as a part of this Agreement. The Court shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

\_\_\_\_\_  
Todd Belak  
Vice President/CFO  
Themis Tracking Services, LLC

- 17. INFRINGEMENT:** The Provider shall pay all royalties, licensing, and registration fees permitting the Customer the free, uninterrupted, and unobstructed use of all and/or any portion of the Equipment, Monitoring, and/or Other Services which is/are owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted.

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

- At no cost to the Customer, secure the rights to possess or use the infringing or potentially infringing Protected Item so that the Customer may continue to have free, uninterrupted, and unobstructed use of the Protected Item.
- If the Provider is unable to secure such rights to the Protected Item, the Provider shall immediately provide to the Customer, at no cost to the Customer, substitute Equipment, Monitoring, and/or Other Services that, in the sole opinion of the Customer, performs the same function and is of the same quality as the Protected Item or refund to the Customer the entire cost of the Agreement. In the event of such a substitution or refund, nothing shall prevent or limit the Customer from pursuing any action against the Provider for damages suffered by the Customer.

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To the fullest extent of the law and without limitation, the Provider agrees to and shall indemnify and hold free and harmless the 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 any infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Equipment, Monitoring, and/or Other Services, including the use or possession of the same by the Indemnified Parties both during and after the performance of the Agreement and/or providing the Equipment, Monitoring, and Other Services. The Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Provider 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, fines, penalties, fees, and expenses. The Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Provider shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.

18. **INSURANCE:** The Provider shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the Provider shall present to the Court current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covers all sums which the Provider may or shall become legally obligated to pay as damages. The Provider shall be responsible for any and all premiums for such policy(ies).

The Provider shall name the Board, the Court, and Delaware County, Ohio as additional insureds on such policies of insurance.

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

19. **WORKERS COMPENSATION INSURANCE:** The Provider 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 Provider shall be responsible for any and all premiums for such policy(ies). The Provider shall provide to the Court copies of such policies upon request.

20. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the Provider is not responsible for any injuries, damages, or losses to the Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, or the failure to follow any instructions for or related to Monitoring Services or Other Services, other than any such injuries, damages or losses caused by the negligence of the Provider.

21. **ACKNOWLEDGEMENTS AND DISCLAIMER:** The Customer agrees with the following:

- A. The Customer agrees that the Equipment, Monitoring, and Other Services shall not prevent, nor are they intended to prevent, any Offender of the Customer from committing any harmful, tortuous, or illegal acts.
- B. The Customer further agrees that it may be possible for an Offender to remove the Equipment by unauthorized means.
- C. The Provider expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by an Offender while using the Equipment, as well as any liability for any acts committed by an Offender who removes the Equipment and subsequently engages in any harmful, tortuous or illegal acts.
- D. The Customer agrees that use of the Equipment and Monitoring Services shall be reserved for those Offenders of the Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

22. **FORCE MAJEURE:** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Agreement is terminated as provided in this Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows:

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**A. Termination for Convenience:**

Either Party may terminate this Agreement for convenience at any time and for any reason upon delivering ninety (90) days written notice to the other Party.

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Further, if the breaching or defaulting Party is the Customer, the Provider may require, with minimum fourteen (14) days prior written notice to the Customer, that the Customer return the Equipment to the Provider and that the Customer immediately pay to the Provider the remaining balance of any amounts due under this Agreement. If the Provider is required to track an Offender of the Customer to make demand on such Offender to repossess the Equipment after the notice period has expired, the Customer agrees to pay the Provider, immediately upon demand, the cost of repossession, storing, shipping, and repairing the Equipment.

The Parties acknowledge that the tracking and monitoring of an Offender of the Customer, which is facilitated by this Agreement, may be undertaken in conjunction with criminal/juvenile process against such Offender, or that such Offender of the Customer has voluntarily undertaken to use the Equipment in order to satisfy a criminal conviction/juvenile disposition or plea agreement, or to avoid incarceration. The Provider agrees that in effecting redelivery or repossession of the Equipment from any Offender, it shall coordinate with the Customer and/or with other law enforcement.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

**C. Bankruptcy:**

A Party may immediately terminate this Agreement if a voluntary or involuntary bankruptcy, receivership, or other similar action is filed against the other Party. In such event, the Party seeking to terminate shall provide written notice of such termination to the Provider as soon as possible.

**D. Waiver:**

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

Termination pursuant to this Section shall relieve the Parties of any and all further obligations under this Agreement, except a) that the Provider shall be entitled to receive compensation for any Equipment, Monitoring, and/or Other Services satisfactorily provided or performed hereunder through the date specified on the notice as the effective date of termination and b) those obligations imposed on the Provider by Sections 17 and 18 of this Agreement and/or by any other Section or provision of this Agreement that expressly survives termination.

If the Agreement is terminated pursuant to this Section, the Provider shall have no cause of action against the Court, the Board, or Delaware County, Ohio except for a cause of action for non-payment for Equipment, Monitoring, and/or Other Services provided, rendered, or performed prior to the effective date of termination, to recover Equipment not returned to the Provider, or other remedies as otherwise expressly provided in this Section. In no event will the Court, the Board, or Delaware County, Ohio be obligated to pay for any Equipment, Monitoring, or Other Services not actually provided, rendered, or performed by the Provider.

- 24. ASSIGNMENT:** The Provider may at any time, with prior written notification to the Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or the Provider's ownership of the Equipment. The Parties agree that in the event of such sale, assignment, or transfer that the assignee or buyer shall assume all rights, benefits and obligations of the Provider under this Agreement and that such sale, assignment, or transfer shall not change the duties or obligations of the Parties under this Agreement.

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25. **SUBCONTRACTING:** The Provider may, with prior written notification to the Customer, subcontract any portion of this Agreement. If any portion of this Agreement is subcontracted, the Provider shall continue to act as the prime contractor for the entire Agreement, including the subcontracted portion, and shall continue to assume full responsibility for the performance of the Agreement, including the subcontracted portion. The Provider will remain the sole point of contact and shall be ultimately responsible for the performance of the entire Agreement, including the subcontracted portion.
26. **CIVIL RIGHTS/NON-DISCRIMINATION:** All contracts with Delaware County, Ohio must contain and all contractors with Delaware County, Ohio must agree to enter a contract containing language similar to that contained in R.C. § 125.111, which requires the following:
- Every contract for or on behalf of the state or any of its political subdivisions for any purchase shall contain provisions similar to those required by R.C. § 153.59 in the case of construction contracts by which the contractor agrees to both of the following:
- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- B. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.
- All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. § 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.
- By signature attached to Exhibit 2 (Non-Discrimination/Equal Opportunity/Civil Rights), by this reference made a part of and incorporated within this Agreement, the Provider certifies that it currently does and shall for the term of this Agreement comply with all of the above requirements, any and all applicable federal, state, and local laws regarding non-discrimination, equal opportunity employment, and civil rights and any applicable County policies and will not in any way discriminate.
27. **ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:** The Provider shall make all Equipment, Monitoring, and/or Other Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Provider shall comply with any and all federal, state, and local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.
28. **DRUG FREE ENVIRONMENT:** The Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Provider shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
29. **ACCESS TO RECORDS:** Upon a showing of just cause, during regular business hours, with reasonable notice of at least 20 workdays, and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, the Provider shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, writings, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). The Customer and the above named parties shall be permitted by the Provider to inspect, audit, make excerpts, photocopies and/or transcripts of any and all Records. The Customer and the above named parties shall bear all costs incurred, including costs of Provider in complying with this access to records section of the agreement.
30. **RETENTION OF RECORDS:** The Provider, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action is initiated during the term of this Agreement, the Provider shall retain and maintain, and assure that all of its subcontractors retain and maintain, such Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
31. **CAMPAIGN FINANCE – COMPLAINT 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

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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 R.C. § 3517.13. The Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit 3 and by this reference is incorporated into and made a part of this Agreement.

32. **CERTIFICATION REGARDING FINDINGS FOR RECOVERY:** The Provider hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

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Todd Belak  
Vice President/CFO  
Themis Tracking Services, LLC

33. **CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:** The Provider 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.

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Todd Belak  
Vice President/CFO  
Themis Tracking Services, LLC

34. **COMPETITIVE BIDDING NOT REQUIRED:** Consistent with, including, but not limited to, R.C. § 307.86 and the requirements of such statute, this Agreement is not required to be competitively bid. The Court does not desire to competitively bid this Contract.
35. **DRAFTING:** This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
36. **CONFLICT OF INTEREST:** The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.
37. **WAIVER:** The Parties acknowledge and agree that any delay or failure by either Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.
38. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
39. **BENEFIT OF CONTRACT:** This Agreement is intended for the exclusive benefit of the Provider, the Customer, and their respective permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
40. **PRONOUNS:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to which reference is made may require.
41. **SEVERABILITY:** The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
42. **HEADINGS:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
43. **NOTICES:** All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via email or facsimile, confirmation of receipt, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

**Customer:**  
Karen Wadkins  
Fiscal Coordinator

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Delaware County, Ohio  
 Juvenile Court  
 140 North Sandusky Street, Ground Floor  
 Delaware, Ohio 43105

Email: [kwadkins@co.delaware.oh.us](mailto:kwadkins@co.delaware.oh.us)  
 Fax: (740) 833-2599

**Provider:**  
 Todd Belak  
 Vice President/CFO  
 Themis Tracking Services, LLC.,  
 2703 Vestry Avenue  
 Cleveland, OH 44113

Email: [toddbelak@sbcglobal.net](mailto:toddbelak@sbcglobal.net)

Fax: (216) 357-3357

**44. INCORPORATION OF ATTACHMENTS:** By this reference, the following attachments are hereby incorporated into and made a part of this Agreement:

**Schedules:**

- Schedule A: Themis Tracking Services, LLC Equipment, Monitoring, and Services
- Schedule B: Inventory of Equipment
- Schedule C: Insurance Agreement for TrackerPal™ Equipment Insurance

**Exhibits:**

- Exhibit 1: OPERS Independent Contractor Acknowledgement Form
- Exhibit 2: Non-Discrimination / Equal Opportunity / Civil Rights
- Exhibit 3: Certification/Affidavit in Compliance with O.R.C. Section 3517.13

**45. ENTIRE AGREEMENT:** This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the signed mutual consent and agreement of the Parties. The Customer acknowledges that on behalf of the Provider only an officer of the Provider is authorized to approve amendments to this Agreement. The Provider acknowledges that on behalf of the Customer only the Board and Court are authorized to approve amendments to this Agreement.

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

**47. COUNTERPARTS:** This Agreement may be executed in counterparts.

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

**10**

**RESOLUTION NO. 16-1020**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY JUVENILE COURT:**

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

Grant #	SFY 2017 SPECIALIZED DOCKET – PAYROLL SUBSIDY
Source:	OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION
Grant Period:	07/01/2016 – 06/30/2017
Grant Amount:	32,984.00
Local Match:	<u>0.00</u>
Total Grant Amount:	32,984.00

The Grant is to support the salary and benefits for the magistrate of the Family Drug Court.

Grant #	SFY 2017 – Treatment and Recovery Drug Court
Source:	OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION

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Grant Period: 07/01/2016 – 06/30/2017

Grant Amount:	51,716.00
Local Match:	<u>0.00</u>
Total Grant Amount:	51,716.00

The Grant is to support the salary and benefits for the Family Treatment Court staff.

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

**11**

**RESOLUTION NO. 16-1021**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO ATTORNEY GENERAL FOR THE VICTIMS OF CRIME ACT FOR THE DELAWARE COUNTY JUVENILE COURT VICTIMS ASSISTANCE PROGRAM:**

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded OHIO ATTORNEY GENERAL FOR THE VICTIMS OF CRIME ACT – JUVENILE COURT VICTIMS ASSISTANCE PROGRAM 2017 (the “Grant”); and

WHEREAS, the Grant is to support the salary and benefits for the Victim Assistance staff, and provide funding for training, counseling services, and travel expenses; and

WHEREAS, a local match of \$15,932.93 is required for the Grant and will be paid out of the general fund; and

WHEREAS, Court Administrator Katie Stenman is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Katie Stenman as the designated official;

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

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

Grant #	2017 – VOCA – Victim Services
Source:	Ohio Attorney General
Grant Period:	10/01/2016 thru 09/30/2017
Grant Amount (VOCA):	\$ 84,231.72
Grant Amount (SVAA):	\$ 22,159.93
Local Match:	<u>\$ 15,932.93</u>
Total Grant Amount:	\$122,324.58

Section 2. The Board hereby authorizes Court Administrator Katie Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

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

**12**

**RESOLUTION NO. 16-1022**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO ATTORNEY GENERAL FOR THE VICTIMS OF CRIME ACT FOR THE DELAWARE-UNION COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM:**

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded OHIO ATTORNEY GENERAL FOR THE VICTIMS OF CRIME ACT - DELAWARE-UNION COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM: (the “Grant”); and

WHEREAS, the Grant is to support the salary and benefits for the CASA staff, and provide funding for training,

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travel, volunteer training, brochure/manual printing, and technology supplies; and

WHEREAS, a local match of \$9464.75 is required for the Grant and will be paid out of the general fund; and

WHEREAS, Court Administrator Katie Stenman is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Katie Stenman as the designated official;

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

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

Grant #	2017 – VOCA – CASA Delaware/Union County
Source:	Ohio Attorney General
Grant Period:	10/01/2016 thru 09/30/2017
Grant Amount (VOCA):	\$238,321.20
Grant Amount (SVAA):	\$1910.09
Local Match:	<u>\$9464.75</u>
Total Grant Amount:	\$249,696.04

Section 2. The Board hereby authorizes Court Administrator Katie Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

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

**13**

**RESOLUTION NO. 16-1023**

**IN THE MATTER OF ACCEPTING THE AWARD OF OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY JUVENILE COURT:**

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the SFY 2017 SPECIALIZED DOCKET – PAYROLL SUBSIDY (the “Grant”); and

WHEREAS, the Grant is to support the salary and benefits for the magistrate of the Family Drug Court; and

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

WHEREAS, Court Administrator Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Katie Stenman as the designated official;

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

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

Grant #	SFY 2017 SPECIALIZED DOCKET – PAYROLL SUBSIDY
Source:	OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION
Grant Period:	07/01/2016 – 06/30/2017
Grant Amount:	32,984.00
Local Match:	<u>0.00</u>
Total Grant Amount:	32,984.00

Section 2. The Board hereby authorizes Court Administrator Katie Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

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

**14**

**RESOLUTION NO. 16-1024**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR JUVENILE COURT:**

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

**Supplemental Appropriation**

27426313-5001	Crime Victim Grant/Compensation	880.00
27426313-5101	Crime Victim Grant/Health Insurance	2,200.00
27426313-5201	Crime Victim Grant/General Supplies	1,300.00

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10011102-5801 Commissioner General/Misc Cash Transfer	27426313-4601 Crime Victim Grant/Interfund Revenue	15,932.93
10011102-5801 Commissioner General/Misc Cash Transfer	27426314-4601 Crime Victims CASA/Interfund Revenue	9,464.75

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

**15**

**RESOLUTION NO. 16-1025**

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR 2017-2018 CALCIUM NITRATE SUPPLY CONTRACT, DCES CONTRACT #17-01 BY THE DIVISION OF ENVIRONMENTAL SERVICES:**

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

WHEREAS, the Division of Environmental Services desires to purchase calcium nitrate to be used within the collection system of the Delaware County Regional Sewer District, and;

WHEREAS, Sewer District staff has developed the contract documents and technical specifications for the needed calcium nitrate.

NOW THEREFORE, BE IT RESOLVED that the specifications for the project known as 2017-2018 Calcium Nitrate Supply Contract DCES Contract 17-01 are hereby approved, and; the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice  
 Invitation to Bid**

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 A.M. Tuesday, November 1, 2016, at which time they will be publicly opened and read aloud, for the bid known as 2017-2018 Calcium Nitrate Supply Contract - DCES Contract #17-01.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2017-2018 Calcium Nitrate Supply Contract DCESD Contract #17-01."

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined during normal business hours at the Delaware County Sanitary Engineer's Office.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices." This notice will also be posted on the Delaware County Regional Sewer District website at <http://www.co.delaware.oh.us/sanitary/newweb/index.asp> and the Dodge Data & Analytics website at <http://construction.com/>

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or

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savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Matthew J. Lambert via email at [mlambert@co.delaware.oh.us](mailto:mlambert@co.delaware.oh.us)

A pre-bid meeting is scheduled for Monday, October 24, 2016 at the Alum Creek Water Reclamation Facility, 7767 Walker Woods Blvd., Lewis Center, Ohio 43035 at 1:30 P.M. Attendance at the pre-bid meeting is not required to bid.

Delaware Gazette Advertisement Date: Monday, October 17, 2016  
By ORDER of the Board of County Commissioners. This 13th day of October, 2016.

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

**16**

**RESOLUTION NO. 16-1026**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STANTEC CONSULTING SERVICES, INC. FOR THE TARTAN FIELDS WWTP BASIS OF DESIGN AND UPGRADE EVALUATION:**

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

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with Stantec Consulting Services, Inc. for the Tartan Fields WWTP basis of design and upgrade evaluation.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 13th day of October, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Stantec Consulting Services, Inc. (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Tartan Fields WWTP basis of design and upgrade evaluation
- 1.2 The Consultant shall perform the Services in accordance with the mutually agreed upon schedule and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Exhibit A – Scope of Services dated September 12, 2016

**2 SUPERVISION OF WORK**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

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- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be \$24,850.00.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$0 .
- 4.4 Total compensation under this Agreement shall not exceed \$24,850.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office  
Attn: Mike Frommer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: mfrommer@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kevin Kershner, Principal

Address of Firm: 1500 Lake Shore Drive, Suite 100

City, State, Zip: Columbus, Ohio 43204

Telephone: (614) 486-4383

Email: kevin.kershner@stantec.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work no later than Insert completion date.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the completion of this Agreement in accordance with the mutually agreed upon schedule, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

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**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 8.3 The Consultant may terminate this Agreement upon seven (7) days' notice in writing in the event the County has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

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

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

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

**12 LIMIT OF LIABILITY AND INDEMNIFICATION**

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose negligent acts any of them may be liable.
- 12.2 Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

#### **14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

**17**

**RESOLUTION NO. 16-1027**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR CHESHIRE WOODS SECTION 2, THE COURTYARDS AT MAXTOWN AND TRIPLE T TRANSPORT:**

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

Whereas, the construction of new sanitary sewers at the Cheshire Woods Section 2, The Courtyards At Maxtown And Triple T Transport have been completed to meet sewer district requirements; and

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

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

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<b>Cheshire Woods Section 2</b>	1075' of 8- inch sewer	\$105,897.68
	600' of 10-inch sewer	\$ 52,948.82
	7- manholes	\$ 16,100.00
<b>The Courtyards at Maxtown</b>	2268' of 8-inch sewer	\$242,613.00
	11- manholes	\$ 22,275.00
<b>Triple T Transport</b>	348' of 8-inch sewer	\$13,200.00
	2- manholes	\$ 2,800.00

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

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

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

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

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

**18**

**RESOLUTION NO. 16-1028**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR NORTHSTAR SECTION 3 PHASES A & B:**

It was moved by Mr. Merrell, seconded by Mr. Benton 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 Northstar Section 3 Phases A & B:

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

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 13<sup>th</sup> day of October 2016, by and between **Northstar Residential Development, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Final Subdivision Plat for Northstar, Section 3, Phase A & B** 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 **Sanitary Improvement Plans For Northstar Section 3, Phases A & B**, dated **March 2016**, and approved by the County on **May 12, 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 **59** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

OPTIONS:

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- (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 (**\$521,957.00**) 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 **Sanitary Improvement Plans For Northstar Section 3, Phases A & B**.

**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 **Sanitary Improvement Plans For Northstar Section 3, Phases A & B (\$18,268.50)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$44,400.00** estimated to be necessary to pay the cost of inspection for **Northstar Section 3, Phases A & B** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Improvement Plans For Northstar Section 3, Phases A & B** 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

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request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

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

**SECTION VI: EASEMENTS**

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

**SECTION VII: COMPLETION OF CONSTRUCTION**

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (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

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and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**19**

**RESOLUTION NO. 16-1029**

**IN THE MATTER OF APPROVING A THIRD ADDENDUM TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD AND THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP FOR INFORMATION TECHNOLOGY SERVICES TO THE TOWNSHIP:**

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

Whereas, the County Auditor and Information Technology Director recommends approval of the addendum with The Board Of Township Trustees Of Orange Township for Information Technology Services To The Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an addendum to the Intergovernmental Cooperation Agreement Between The Delaware County Board Of Commissioners; The Delaware County Automatic Data Processing Board And The Board Of Township Trustees Of Orange Township For Information Technology Services To The Township:

**THIRD ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT**

WHEREAS, the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners (collectively, the "County) and the Board of Township Trustees of Orange Township, Delaware County, Ohio ("Township"), have previously entered into an Intergovernmental Cooperation Agreement for the support of Orange Township IT services ("Agreement"), effective the 14th day of July, 2014 and authorized by the County in its Resolution No. 14-766 and by the Township in its Resolution No. 14-205; and

WHEREAS, the County and Township subsequently entered into the First Addendum to Intergovernmental Cooperation Agreement extending the term of the Agreement, authorized by the County in its Resolution No. 15-809 and by the Township in its Resolution No. 15-257; and

WHEREAS, the County and Township subsequently entered into the Second Addendum to Intergovernmental Cooperation Agreement extending the term of the Agreement, authorized by the County in its Resolution No. and by the Township in its Resolution No. 16-305; and

WHEREAS, the current term of the Agreement will expire on September 12, 2016 and the Agreement provides that the County and the Township can amend it upon mutual consent and agreement;

NOW THEREFORE, with receipt of sufficient consideration being acknowledged by both parties, the County and the Township agree as follows:

1. The term of the Agreement is extended for an additional period of one (1) year, expiring on September 12, 2017.
2. As to those services set forth in Exhibit A of the Agreement that are provided during the period of this extension, Section 3 of the Agreement is modified to read as follows:

Section 3 Division of Responsibilities

The Township shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Township, supervise the work of the staff, and advise the Township regarding IT projects. 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.

Prior to engaging IT staff for any services outside of those set forth in Exhibit A, including but not limited to custom programming, the Township shall seek prior approval of the Chief Technology Officer of the County.

3. As to those services set forth in Exhibit A of the Agreement that are provided during the period of this extension, Section 4 of the Agreement is modified to read as follows:

Section 4 Compensation

The Township agrees to pay to the County a monthly fee of \$250 per virtual server and \$12 per user account. Township and County agree there are currently two (2) virtual servers and 113 user accounts and both understand that the number of virtual servers and user accounts may increase or decrease, in the sole discretion of the Township.

The Township shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service

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item, reimburse the County for the costs of personnel utilized in providing the service. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The Township shall pay all invoices within thirty (30) days of receipt thereof.

4. If the Township utilizes the Onbase environment of the County, the County will maintain the Onbase platform, but the Township will need to have its own designated document specialist to update and maintain the documents within Onbase.

5. All other terms, conditions, liabilities, rights, responsibilities and provisions of the Agreement shall Continue unchanged in full force and effect during the extension period.

Further, the County certifies to the Township that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that section.

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

20

RESOLUTION NO. 16-1030

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE DENTAL INSURANCE RATES AND BENEFITS FOR 2017:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group dental insurance coverage benefits for eligible Delaware County employees for 2017; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group dental insurance coverage; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide dental insurance benefits and rates for 2017 as described herein;

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

The Board hereby approves group supplemental dental coverage, which shall be optional for each eligible Delaware County employee, via Delta Dental Core and Delta Dental Buy Up at the following monthly rates:

Delta Dental Core Plan:

Single: \$ 23.74  
Single + 1: \$47.46  
Family: \$81.00

Delta Dental Buy Up Plan:

Single: \$33.20  
Single +1: \$66.32  
Family: \$113.16

The Board hereby approves contributing 75% or \$17.74 per month of the total cost of the single Core rate toward the monthly costs to those employees that elect dental insurance with the County's Delta Dental Plan.

The Delaware County employee dental insurance benefits established and approved herein shall take effect January 1, 2017, whereupon all prior dental insurance benefits and rates inconsistent with those established and approved herein shall terminate.

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2017 renewal requirements with Delta Dental.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

21

RESOLUTION NO. 16-1031

IN THE MATTER OF DESIGNATING A DESIGNEE FOR THE COMMISSIONER'S OFFICE FOR PUBLIC RECORDS TRAINING:

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

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WHEREAS, pursuant to section 149.43(E)(1) of the Revised Code, to ensure that all employees of public offices are appropriately educated about a public office's obligations under the Ohio Public Records Act, all elected officials or their appropriate designees shall attend public records training approved by the attorney general as provided in section 109.43 of the Revised Code; and

WHEREAS, a “designee” means a designee of all of the elected officials in the public office if the public office involved includes more than one elected official; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) wishes to designate a designee to attend a public records training on behalf of all members of the Board to be held on November 17, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby designates Dawn Huston, Assistant County Administrator/Director of Administrative Services as the designee for Board Members Gary Merrell and Barb Lewis to attend the public records training to be held on November 17, 2016.

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

**22**

**RESOLUTION NO. 16-1032**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, REFRESHMENTS, AND OTHER AMENITIES FOR THE ETHICS AND PUBLIC RECORDS LAW TRAINING:**

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

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

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

WHEREAS, the Delaware County Board of Commissioners and the Delaware County Prosecutor’s Office has jointly requested that the County provide Ethics and Public Record’s Law training to County Elected Officials, Director’s and Supervisors.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner Funds in an amount not to exceed \$400.00, to assist in funding the purchase of coffee, refreshments and other amenities for Ethics and Public Record’s Law training on 11/17/2016.

Further Be it Resolved, that the Commissioners approve a Purchase Order Request to Teresa Savoie, vendor # V25525, in the amount not to exceed \$400.00.

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

**23**

**RESOLUTION NO. 16-1033**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR AUDITOR OFFICE:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10010102-5201	10010102-5328	1,000.00
Weights and Measures/General Supplies	Weights and Measures/Maint & Repair Services	

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

**25**

**ADMINISTRATOR REPORTS**

-Last Friday our Facilities Director gave a tour of the new courthouse building. Commissioner Merrell also attended. Glad to report that the safety record is still excellent.

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- Has reached out to some of the owners of the fastest growing private companies that were recently recognized in Business First. May have them come to a session to explain a little of what it is they do.
- The three EMS employees who were deployed to assist with Hurricane Matthew relief efforts will be returning shortly.

**26**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

- Did tour the new courthouse building. They stated that steel would be coming in the near future and it has been delivered. The courthouse is really taking shape.
- Tonight the Gemini Parkway extension will open.
- Attended the ribbon cutting for absentee ballot opening. There were 30-40 people waiting for the Board of Elections to open. The first one to cast her vote was Nancy Kenish.
- Attended the DKMM Executive meeting yesterday in Mount Gilead.

Commissioner Benton

- Attended the ribbon cutting yesterday at the BOE. The atmosphere was very energetic.
- Attended the Orange Township Bicentennial at the Orange Bridge Park (Gary was in attendance as well).
- Attended First Friday last week. So good to see the downtown area so vibrant.
- MORPC will be holding a Competitive Advantage Project.
- Had a chance to look at the Sewer Master plan financials. Kudos to Mike Frommer and his staff for looking toward the future and preparing for it.

**OTHER BUSINESS:**

**RESOLUTION NO. 16-1034**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

**Fund Transfers**

<b>From</b>	<b>To</b>	<b>amount</b>
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$76,569.61
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$532,742.04
Vote on Motion	Mr. Merrell      Aye      Mrs. Lewis      Absent      Mr. Benton	Aye

**24**

**RESOLUTION NO. 16-1035**

**10:00AM PUBLIC HEARING FOR CONSIDERATION OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY RICHARD LEHNER AND OTHERS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:04 AM.

Vote on Motion	Mrs. Lewis	Absent	Mr. Benton	Aye	Mr. Merrell	Aye
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**24 continued**

**RESOLUTION NO. 16-1036**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Absent	Mr. Benton	Aye
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**24 continued**

**RESOLUTION NO. 16-1037**

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**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY RICHARD LEHNER AND OTHERS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:23 AM.

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

**24 continued**

**RESOLUTION NO. 16-1038**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY RICHARD LEHNER AND OTHERS:**

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

Whereas, on April 29, 2016, a Drainage Improvement Petition to The Thomas #9 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on **July 28, 2016**, conducted a view of the proposed improvements; and

Whereas, the Board on **October 13, 2016**, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Thomas #9 Watershed Drainage Improvement; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$     Zero     from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Thomas #9 Watershed Drainage Improvement. The Board hereby fixes **October 13, 2018** as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311453.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

**27**

**RESOLUTION NO. 16-1039**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:25 AM.

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

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**RESOLUTION NO. 16-1040**

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:24 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners