

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2016

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

10:00 AM Public Hearing For Consideration Of The Webster- Arnold Drainage Improvement

1
RESOLUTION NO. 16-1268

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 12, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 12, 2016; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-1269

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1214:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1214 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Bound Tree Medical	EMS Supplies	10011303-5243	\$ 25,000.00
New Beginnings	Residential Treatment JFS	22511607-5342	\$ 23,000.00
Advantage Adoption 1605141	Residential Treatment JFS	22511607-5342	\$ 32,000.00
Advantage Adoption 1605887	Residential Treatment JFS	22511607-5342	\$ 20,000.00
Commissioners	Indirect cost from JFS	22411605-5380	\$ 45,000.00
Soil and Water	Code Compliance	10011301-5301	\$ 6,000.00
Public Defender Attorneys	Various Attorney Fee	10011202-5301	\$ 50,000.00
CEBCO	Insurance	60211902-5370	\$1,850,000.00

<u>PR #</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1605738	B & K LEHNER EXCAVATING LLC	WINDING CREEK DRAINAGE PROJECT	40311446 - 5301	\$69,872.63
R1605932	VERONA LLC	RETURN OF UNUSED INSPECTION FEES: VERONA PS AND FORCE MAIN	66211902-5319	\$36,193.50
R1605957	M TECH COMPANY	ESRI CAMERA TRUCK SOFTWARE UPGRADE AND TRAINING	66211901-5320	\$8,458.46
R1605974	HYDRO CONTROLS INC	REPAIR PARTS FOR FIVE AERATION BLOWERS AT OECC SOUTH PLANT	66211903-5201	\$21,550.00

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

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RESOLUTION NO. 16-1270

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Bob Lamb and Jenna Jackson attend Columbus 2020 and MODE Events and Meeting throughout 2017 at the cost of \$320.00 (fund number 21011113).

The Economic Development Department is requesting that Jenna Jackson attend MORPC meetings and events throughout 2017 at the cost of \$140.00 (fund number 21011113).

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

6

RESOLUTION NO. 16-1271

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

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

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

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

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

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

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

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

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

7

RESOLUTION NO. 16-1272

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, THOMAS L. HART, WITH ISAAC, WILES, BURKHOLDER & TEETOR LLC., REQUESTING ANNEXATION OF 108.851 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Benton, seconded by Mr. Merrell to acknowledge that on December 9, 2016, the Clerk to the Board of Commissioners received an annexation petition request to annex 108.851 acres from Liberty Township to the City of Powell.

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

8

RESOLUTION NO. 16-1273

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

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

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

WHEREAS, Liberty Presbyterian Church has donated 94 food boxes to the Department of Job and Family Services to be given to families involved with Children Services; and

WHEREAS, the value of these food boxes has been set at \$4,230; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Liberty Presbyterian

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Church’s donation and offer thanks for their generous support of the Delaware County Department of Job and Family Services and families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts Liberty Presbyterian Church’s donation of \$4,230 in food boxes to the Delaware County Department of Job and Family Services and thanks First Presbyterian Church for their thoughtful generosity and commitment to the children and families of Delaware County.

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

9

RESOLUTION NO. 16-1274

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR THE WOODS OF DORNOCH SECTION 5:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for The Woods of Dornoch Section 5.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 15th day of December 2016, by and between Rockford Homes, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the Final Subdivision Plat for The Woods of Dornoch Section 5 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 improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Sanitary Sewer Improvements for The Woods of Dornoch Section 5, dated September 6, 2016, and approved by the County on October 31, 2016, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$140,005.00) 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 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 Sewer Improvements for The Woods of Dornoch Section 5.

SECTION III: 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 Sewer Improvements for The Woods of Dornoch Section 5 (\$4900.18). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of \$11,925.00 estimated to be necessary to pay the cost of inspection for The Woods of Dornoch Section 5 by the Delaware County Sanitary Engineer. The

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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, 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 Sewer Improvements for The Woods of Dornoch Section 5 as required by the County.

SECTION IV: CONSTRUCTION

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

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

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

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

The Subdivider shall, during the construction period, 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.

SECTION V: 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 and private 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 VI: COMPLETION OF CONSTRUCTION

The Subdivider shall within thirty (30) days following completion of construction of the Improvements,

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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. 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.

SECTION VII: SIGNATURES

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

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

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RESOLUTION NO. 16-1275

IN THE MATTER OF APPROVING EASEMENT AGREEMENTS BETWEEN NANCY E. LUCAS, TRUSTEE AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE LIBERTY-SAWMILL SANITARY SEWER IMPROVEMENTS:

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

Whereas, the Sanitary Engineer recommends approval of an easement agreement for the parcel at 6488 Liberty Road with Nancy E. Lucas, Trustee for the project known as the Liberty Sawmill Sanitary Sewer Improvements;

Whereas, the Sanitary Engineer recommends approval of an easement agreement for the parcel at 6442 Liberty Road with Nancy E. Lucas, Trustee for the project known as the Liberty Sawmill Sanitary Sewer Improvements,

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the easement agreements with Nancy E. Lucas, Trustee as follows:

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 15th day of December, 2016, by and between Nancy E. Lucas, Trustee, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for permanent sanitary and temporary construction easements across the real estate described on attached Exhibits A and B, as well as 2 mature trees on the SELLER's property.

The purchase price of said easements and trees is Four Thousand and Thirty Five Dollars and Zero Cents (\$4,035.00) upon the execution of the Deed of Easement for said easements. BUYER also agrees to provide one (1) sanitary tap credit for SELLER's existing residential home at 6488 Liberty Road, Powell Ohio 43065 and to connect SELLER'S existing home at 6488 Liberty Road to the new sewer main promptly after the new sewer main is available. SELLER agrees that the BUYER will need to utilize additional areas of the SELLER's property at 6488 Liberty Road to build said sewer service connection, and therefore permits the BUYER'S use of additional areas on 6488 Liberty Road to do so at no additional cost to the BUYER. SELLER acknowledges that SELLER is required to pay sewer usage fees following connection of the home at 6488 Liberty Road to the main sewer. SELLER acknowledges that the purchase price stated herein constitutes full just compensation for the acquisition of the easement(s) and any damage to the SELLER's residual lands as a result of the acquisition.

This transaction is to be closed at a time and place agreed upon between the parties, but no later than 45 days following execution of this Agreement, at which time the SELLER will execute and deliver to the BUYER the attached

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Deed of Easement for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

By this reference, Exhibits 1 and 2 are incorporated herein and made a part hereof as if fully rewritten herein.

Furthermore, be it resolved that the Board of Commissioners approve a Purchase Order and Voucher in the amount of \$4,035.00 from 66711908-5402.

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 15th day of December, 2016, by and between Nancy E. Lucas, Trustee, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for permanent sanitary and temporary construction easements across the real estate described on attached Exhibits 1 and 2.

The purchase price of said easements is Twelve Thousand, One Hundred and Forty Five Dollars and Zero Cents (\$12,145.00) upon the execution of the Deed of Easement for said easements. SELLER acknowledges that the purchase price stated herein constitutes full just compensation for the acquisition of the easement(s) and any damage to the SELLER's residual lands as a result of the acquisition.

This transaction is to be closed at a time and place agreed upon between the parties, but no later than 45 days following execution of this Agreement, at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

By this reference, Exhibits 1 and 2 are incorporated herein and made a part hereof as if fully rewritten herein.

Furthermore, be it resolved that the Board of Commissioners approve a Purchase Order and Voucher in the amount of \$12,145.00 from 66711908-5402.

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

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RESOLUTION NO. 16-1276**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE COUNTY SHERIFF:

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

Transfer of Appropriation		
From	To	
10031303-5101 Sheriff Jail/Health Insurance	10031303-5450 Sheriff Jail/Capital Equipment	8,700.00
10031308-5328 Sheriff Firing Range/Maint & Repair Service	10031308-5410 Sheriff Firing Range/Building Improvements	12,500.00

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

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RESOLUTION NO. 16-1277**

IN THE MATTER OF APPROVING A PRINT SERVICE RENTAL AGREEMENT BETWEEN MT TECHNOLOGIES, INC., THE DELAWARE COUNTY SHERIFF'S OFFICE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the agreement with MT Technologies, Inc.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with MT Technologies, Inc..

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

Parties to the Agreement

This Agreement is made and entered into this 15th day of December, 2016, by and between MT Business Technologies, Inc., whose address is 1150 National Parkway, Mansfield, Ohio (hereinafter, "MT"), the Delaware County Board of County Commissioners, and the Delaware County Sheriff's Office, whose address is 149 N. Sandusky Street, 2nd Floor, Delaware, Ohio (hereinafter, "Customer") (hereinafter, collectively referred to as the "Parties").

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the covenants and conditions under which MT will rent to Customer, and the Customer will rent from MT, three Ricoh copiers. Further, MT will provide attendant maintenance and services for the Equipment.

2. TERM

This Agreement shall be effective as of November term of 39 months. December 15th, 2016, and shall be for a

3. RENEWAL

Upon written agreement of the Parties, this Agreement may be renewed for a successive 39 month term, subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties.

4. SCOPE OF SERVICES/DELIVERABLES

a. MT will deliver the Equipment to Customer at the address(es) indicted by customer. MT will service and maintain the Equipment at its location in Customer's office.

b. The equipment is the sole property of MT, together with additions, replacements, or substitutions therefore. Customer shall not make any alterations to the Equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the Equipment.

c. In the event of loss or damage of any kind to the Equipment herein leased, Customer, at the option of MT, shall (a) repair the unite to a condition of good repair, condition, and working order, or (b) replace the same with like equipment in good repair, condition, and working order, at no additional cost to the Customer. Repair or replacement will take place within a reasonable time upon MT's receipt of notice of the malfunction.

d. MT shall provide, without additional charge, all maintenance services which are required in order to maintain the Equipment in good working order, during the regular business hours of MT. Services required outside regular business hours will be charged to the Customer in accordance with MT's reasonable customary rates. Shipping and handling charges may be assessed to the Customer for supplies which are sent to the Customer and which are not contemplated by this Agreement.

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

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

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

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

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5. INVOICING

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

The terms are net thirty (30) days. Carrying of 1 %% per month shall be applied on any balance not paid within the 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this Agreement.

6. OVERPAYMENTS

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

7. TAXES

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

8. WARRANTY

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

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

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

9. TERMINATION

a. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, MT shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

If the contract is terminated by either party, MT may, at its option, enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not then fully paid for.

b. Waiver

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

c. Liquidated Damages

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

10. ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, MT shall make available to any and/or all the above named Parties or their authorized representatives,

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all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Customer and the above named parties shall be permitted by MT to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

MT, for a minimum of three (3) yeas after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this agreement, MT shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state, local, and/or Customer personnel.

11. INDEMNIFICATION

MT shall provide indemnification as follows:

a. To the fullest extent of the law and without limitation, MT agrees to indemnify and hold free and harmless the Customer, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent, or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to MT's, any subcontractor's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of MT, any subcontractor, including, but not limited to the performance, actions, inactions or omissions of MT's, any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) MT agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that MT shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. MT further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that MT shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

b. MT shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts, inactions, or omissions negligent or accident, actual or threatened, intentional or unintentional of the Contracted Parties.

12. INSURANCE

a. General Liability

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

b. Automobile Liability Coverage

MT shall maintain automobile liability insurance of \$1,000,000 for each accident. Such coverage shall include coverage for owned, hired, and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

c. Worker's Compensation Coverage

MT shall maintain worker's compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

d. Additional Insureds

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

e. Proof of Insurance

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

13. SUCCESSORS AND ASSIGNS

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

14. INDEPENDENT CONTRACTOR

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

MT assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

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

15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/OPERS FORM

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

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

Signature

Joe Monastra

Printed Name

16. SUBSEQUENT HIRING OF MT EMPLOYEES

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

16. CAMPAIGN FINANCE- COMPLIANCE WITH ORC § 3517.13

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

17. EQUAL OPPORTUNITY

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

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

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

18. DRUG FREE ENVIRONMENT

MT agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have

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established and have in place a drug-free workplace policy. MT shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. FINDINGS FOR RECOVERY

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

20. NOTICES

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

Customer:
Karen First
Delaware County Sheriff's Office
149 N. Sandusky Street, 2nd Floor, Delaware, Ohio 43015

Dawn Huston, Assistant County Administrator
Delaware County Board of County Commissioners
101 N. Sandusky Street, Delaware, Ohio 43015

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

21. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed and heard before the courts of Delaware County, Ohio.

22. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

23. ENTIRE AGREEMENT

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

24. INTERPRETATION

The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

25. SIGNATURES

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

26. EFFECT OF SIGNATURE

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

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

13

RESOLUTION NO. 16-1278

IN THE MATTER OF PROCURING MAINTENANCE SERVICES FOR THE DELAWARE COUNTY SHERIFF'S OFFICE FOR PANASONIC ARBITRATOR SOFTWARE:

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

WHEREAS, the Delaware County Sheriff's Office has expressed a need for maintenance services for Panasonic

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Arbitrator Software, which is used for recording video in the stations and in the vehicles; and

WHEREAS, the required maintenance services are available for procurement through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to procure the maintenance services through the Program;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the procurement of maintenance services to be used by the County Sheriff or his employees to maintain equipment that will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the procurement of maintenance services that will be in effect until December 31, 2017.

Section 3: The Board hereby declares that the procurement of maintenance services shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in STS-033, Contract #534242, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4: The Clerk of the Board is hereby directed to certify a copy of this resolution to the County Sheriff and the County Auditor.

Insight Public Sector, Inc.

STATE TERM SCHEDULE	Index No: STS033
STATE OF OHIO	OAKS Contract ID: 534242
DEPARTMENT OF ADMINISTRATIVE SERVICES	Category: Hardware/Software
OFFICE OF INFORMATION TECHNOLOGY	Rev Date: 12/06/2016
ENTERPRISE IT CONTRACTING	
30 E. BROAD ST., 39TH FLOOR, COLUMBUS, OH 43215	

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 534242 (6/30/2011) Extended through 6/30/2017

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O's To:
0000085744
Insight Public Sector, Inc.
Two Easton Oval
Suite 350
Columbus, OH 43219

Invoices From:
0000085744
Insight Public Sector, Inc.
6820 S. Harl Ave
Tempe, AZ 85283

Remit To:
0000085744
Insight Public Sector, Inc.
PO Box 731072
Dallas, TX 75373-1072

Contractor's Contact:
Ms. Pam Potter Telephone: 800-321-2437x6810
FAX: 480-760-9957
Email: pam.potterinsight.com

Delivery:
F.O.B. Destination

Terms:
Net 30 Days

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UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC codes for the respective items.
 43230000 - Software
 81112200- Software maintenance and support
 43210000- Computer Equipment and Accessories
 81111812 - Computer hardware maintenance or support

EFFECTIVE DATE:

This contract is effective from 2/10/2010 through 6/30/2017, unless extended. Use the contractors contact information above to obtain information, approved literature, and certification letter.

APPROVED PRODUCTS/SERVICES:

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

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

14

RESOLUTION NO. 16-1279

IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-1204, the addition of one additional member to the Board of Directors to make a total of eight members;

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

Section 1. The Board of Commissioners hereby approves the appointment of Curtis Sybert for the term ending on December 31, 2019.

Section 2. The appointment approved herein shall be effective on January 1, 2017.

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

16

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -The Assistant County Administrators and I have been discussing centralized purchase for 2017. More information to come.

17

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
 -Attended the DKMM meeting on Tuesday. Their budget was approved for 2017
 -Attended Natalie Fravel’s swearing in ceremony on Monday
 -Attended the Source Point annual luncheon yesterday.
 -Regional Planning is this evening

Commissioner Merrell
 -Likes the idea of having centralized purchasing agreements
 -Bob Lamb will be attending Big Walnut’s government event this evening on his behalf
 -Bob Horrocks does such a great job for Source Point. Their biggest struggle is how to reach the whole county
 -Regional Planning is this evening
 -Attended the DKMM meeting on Tuesday
 -Natalie Fravel’s transition is going well

Commissioner Lewis

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-Thank you to Jan Antonoplos for her years of service. Natalie will have big shoes to fill but having been guided by Jan for several years will do a good job

-Attended the Mental Health docket graduation with Ferzan yesterday. Kudos to the probation officers and Judge Gormley for their dedication

RECESSED UNTIL 10:00 AM

15

RESOLUTION NO. 16-1280

10:00A.M.PUBLIC HEARING FOR CONSIDERATION OF THE WEBSTER ARNOLD DRAINAGE IMPROVEMENT PETITION FILED BY ROBERT AND RUTH TACKETT AND OTHERS:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:00 A.M..

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

15 Continued

RESOLUTION NO. 16-1281

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 Aye Mr. Benton Aye

15 Continued

RESOLUTION NO. 16-1282

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE WEBSTER ARNOLD DRAINAGE IMPROVEMENT PETITION FILED BY ROBERT AND RUTH TACKETT AND OTHERS:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:43 A.M.

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

15 Continued

RESOLUTION NO. 16-1283

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 WEBSTER ARNOLD DRAINAGE IMPROVEMENT PETITION FILED BY ROBERT AND RUTH TACKETT AND OTHERS:

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

Whereas, on July 22, 2016, a Drainage Improvement Petition to The Webster Arnold Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on October 3, 2016, conducted a view of the proposed improvements; and

Whereas, the Board on December 15, 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 Webster Arnold 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

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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 Webster Arnold Watershed Drainage Improvement. The Board hereby fixes December 15, 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 WEBSTER ARNOLD DRAINAGE IMPROVEMENT PROJECT 40311455.

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 Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners