

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 12, 2017

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

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

1
 RESOLUTION NO. 17-20

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 9, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 9, 2017; 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

5
 RESOLUTION NO. 17-21

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0111 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount	Line
R1700203	BRIGHTSTAR	FUEL FOR COUNTY	10011106 -	\$ 15,000.00	0001
	PROPANE & FUEL	VEHICLES	5228		
R1700215	ON-SITE TRUCK	TRUCK PARTS FOR	10011106 -	\$ 4,500.00	0001
	REPAIR LTD	COUNTY	5228		
		VEHICLES			
R1700215	ON-SITE TRUCK	TRUCK REPAIR	10011106 -	\$ 3,500.00	0002
	REPAIR LTD	COUNTY	5328		
		VEHICLES			
R1700218	PERFORMANCE	PARTS FOR REPAIR	10011106 -	\$ 2,500.00	0001
	CJDR DELAWARE	OF VEHICLES	5228		
	LLC				
R1700218	PERFORMANCE	REPAIR OF	10011106 -	\$ 3,500.00	0002
	CJDR DELAWARE	COUNTY	5328		
	LLC	VEHICLES			
R1700221	PORTS	FUEL FOR COUNTY	10011106 -	\$ 15,000.00	0001
	PETROLEUM	VEHICLES	5228		
	COMPANY INC				
R1700270	BUCKEYE POWER	PARTS FOR REPAIR	10011105 -	\$ 1,000.00	0001
	SALES CO INC	OF GENERATORS	5201		
R1700270	BUCKEYE POWER	LABOR FOR	10011105 -	\$ 2,500.00	0002
	SALES CO INC	GENERATOR	5328		
		REPAIR			
R1700270	BUCKEYE POWER	SERVICE	10011105 -	\$ 2,500.00	0003
	SALES CO INC	CONTRACT FOR	5325		
		GENERATORS			
R1700308	FILTER	FILTERS VARIOUS	10011105 -	\$ 14,500.00	0001
	TECHNOLOGY	LOCATIONS	5201		

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R1700314	JOB & FAMILY SERVICES,OHIO DEPT OF	UNEMPLOYMENT INSURANCE COMPENSATION	10011108 - 5370	\$ 15,000.00	0001
R1700315	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011105 - 5201	\$ 7,500.00	0001
R1700328	B & L PACKRAT ENTERPRISE	SNOW REMOVAL SERVICES	10011105 - 5325	\$ 25,000.00	0001
R1700333	RRH LTD	WAY	10011303 - 5335	\$ 33,732.37	0001
R1700350	SENG SEWER FEE REFUND	OECC CUSTOMER REFUNDS - 2017	66211903 - 5319	\$ 7,000.00	0001
R1700350	SENG SEWER FEE REFUND	AC CUSTOMER REFUNDS - 2017	66211904 - 5319	\$ 20,000.00	0002
R1700350	SENG SEWER FEE REFUND	TF CUSTOMER REFUNDS - 2017	66211906 - 5319	\$ 500.00	0003
R1700350	SENG SEWER FEE REFUND	SCI RESERVE CUSTOMER REFUNDS - 2017	66211907 - 5319	\$ 1,200.00	0004
R1700350	SENG SEWER FEE REFUND	BENT TREE CUSTOMER REFUNDS - 2017	66211908 - 5319	\$ 100.00	0005
R1700350	SENG SEWER FEE REFUND	HOOVER WOODS CUSTOMER REFUNDS - 2017	66211909 - 5319	\$ 300.00	0006
R1700350	SENG SEWER FEE REFUND	SCIOTO HILLS CUSTOMER REFUNDS - 2017	66211910 - 5319	\$ 100.00	0007
R1700350	SENG SEWER FEE REFUND	NORTHSTAR CUSTOMER REFUNDS - 2017	66211911 - 5319	\$ 100.00	0008
R1700353	ADRIEL SCHOOL INC	RESIDENTIAL CENTERS	22511607 - 5342	\$ 25,000.00	0001
R1700366	FISHEL HASS KIM ALBRECHT LLP	LEGAL SERVICES	10011108 - 5361	\$ 10,000.00	0001
R1700366	FISHEL HASS KIM ALBRECHT LLP	TRAINING SERVICES	10011108 - 5305	\$ 6,000.00	0002
R1700387	DELAWARE COUNTY ENGINEER	FAC 40% SHARE UTILITIES 50 CHANNING ST	10011105 - 5338	\$ 25,000.00	0001
R1700393	SMARTBILL LTD INC	POSTAGE FOR MAILING SEWER BILLS - 2017	66211901 - 5331	\$ 42,500.00	0001
R1700397	GOTCO EXCLUSIVE CARPET CARE	CARPET CLEANING COUNTY BLDGS	10011105 - 5328	\$ 24,000.00	0001
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - OECC	66211903 - 5330	\$ 7,500.00	0001
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - ALUM CREEK	66211904 - 5330	\$ 3,500.00	0002
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - LOWER SCIOTO	66211905 - 5330	\$ 1,000.00	0003
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - TARTAN	66211906 - 5330	\$ 3,000.00	0004
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - SCIOTO RESERVE	66211907 - 5330	\$ 2,000.00	0005
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - SCIOTO HILLS	66211910 - 5330	\$ 1,000.00	0006
R1700401	BESCO LLC	ANNUAL COMMUNICATION PACKAGE - NORTHSTAR	66211911 - 5330	\$ 1,000.00	0007
R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211901 - 5201	\$ 1,000.00	0001
R1700412	BATTERIES PLUS LLC	BATTERIES AND BLUBS	66211903 - 5201	\$ 1,000.00	0002

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R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211904 - 5201	\$ 3,000.00	0003
R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211905 - 5201	\$ 150.00	0004
R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211906 - 5201	\$ 75.00	0005
R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211907 - 5201	\$ 150.00	0006
R1700412	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211911 - 5201	\$ 150.00	0007
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211903 - 5228	\$ 4,000.00	0001
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211904 - 5228	\$ 10,000.00	0002
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211905 - 5228	\$ 1,000.00	0003
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211906 - 5228	\$ 1,000.00	0004
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211910 - 5228	\$ 500.00	0005
R1700419	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211911 - 5228	\$ 1,000.00	0006
R1700424	ADVANTAGE ADOPTION & FOSTER CARE LTD	RESIDENTIAL CENTERS	22511607 - 5342	\$ 175,000.00	0001
R1700428	BUCKEYE RANCH INC	RESIDENTIAL CENTERS	22511607 - 5342	\$ 50,000.00	0001
R1700429	KIDS COUNT TOO INC	RESIDENTIAL CENTERS	22511607 - 5342	\$ 33,000.00	0001
R1700432	OHIOGUIDESTONE	RESIDENTIAL CENTERS	22511607 - 5342	\$ 50,000.00	0001
R1700438	VILLAGE NETWORK,THE	RESIDENTIAL CENTERS	22511607 - 5342	\$ 140,000.00	0001
R1700440	BONDED CHEMICALS INC	FERRIC CHLORIDE - OECC	66211903 - 5290	\$ 35,000.00	0001
R1700440	BONDED CHEMICALS INC	SODIUM HYPOCHLORITE - TARTAN	66211906 - 5290	\$ 8,000.00	0002
R1700440	BONDED CHEMICALS INC	SODIUM HYPOCHLORITE - SCIOTO RESERVE	66211907 - 5290	\$ 10,000.00	0003
R1700446	SHERIFF'S OFFICE	IV-D CONTRACT	23711630 - 5301	\$ 14,000.00	0001
R1700449	LEO MEYERS UNIFORMS INC	EMS UNIFORM PURCHASES	10011303 - 5225	\$ 15,000.00	0001
R1700458	SHERIFF'S OFFICE	DETECTIVE WORK PER MOU	22511607 - 5301	\$ 35,369.60	0001
R1700460	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5260	\$ 20,000.00	0001
R1700465	FACILITIES	TELEPHONE SERVICES	23711630 - 5330	\$ 3,000.00	0001
R1700465	FACILITIES	POSTAGE	23711630 - 5331	\$ 3,300.00	0002
R1700466	COLUMBIA GAS OF OHIO	GAS SERVICE OECC AND CMF	66211903 - 5338	\$ 10,000.00	0001
R1700466	COLUMBIA GAS OF OHIO	GAS SERVICE - ALUM CREEK PS	66211904 - 5338	\$ 2,000.00	0002
R1700466	COLUMBIA GAS OF OHIO	GAS SERVICE - SCIOTO RESERVE	66211907 - 5338	\$ 1,000.00	0003
R1700469	CITY OF DUBLIN	CITY OF DUBLIN REIMBURSEMENTS - 2017	66211903 - 5319	\$ 168,000.00	0001
R1700475	CONSOLIDATED ELECTRIC COOPERATIVE IN	ELECTRIC - BENTTREE	66211908 - 5338	\$ 4,500.00	0001
R1700475	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC - NORTHSTAR	66211911 - 5338	\$ 45,000.00	0002
R1700487	TRANE COMPANY INC	HEATING & AIR CONDITIONER SUPPLIES	10011105 - 5201	\$ 1,000.00	0001
R1700487	TRANE COMPANY INC	MAINTENANCE CONTRACT	10011105 - 5325	\$ 6,500.00	0002

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R1700487	TRANE COMPANY INC	HEATING & AIR CONDITIONER REPAIR SERVICES	10011105 - 5328	\$ 500.00	0003
R1700506	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS AND SUPPLIES	66211901 - 5228	\$ 9,000.00	0001
R1700506	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE REPAIRS	66211901 - 5328	\$ 5,000.00	0002
R1700507	NORTHWOODS CONSULTING PARTNERS INC	MAINTENANCE CONTRACT	23711630 - 5325	\$ 8,000.00	0001
R1700511	CERTIFIED LABORATORIES	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 12,000.00	0001
R1700511	CERTIFIED LABORATORIES	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 12,000.00	0002
R1700513	OHIO CSEA DIRECTORS ASSOC INC	ANNUAL DUES	23711630 - 5308	\$ 6,132.00	0001
R1700513	OHIO CSEA DIRECTORS ASSOC INC	MEMBERSHIP DUES	23711630 - 5308	\$ 60.00	0002
R1700513	OHIO CSEA DIRECTORS ASSOC INC	REGISTRATION FEES	23711630 - 5305	\$ 700.00	0003
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - OECC	66211903 - 5201	\$ 4,000.00	0001
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 500.00	0002
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - TARTAN	66211906 - 5201	\$ 500.00	0003
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 500.00	0004
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - BENTTREE	66211908 - 5201	\$ 300.00	0005
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 250.00	0006
R1700520	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 1,000.00	0007
R1700521	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY & SECURITY SUPPLIES	10011105 - 5201	\$ 1,000.00	0001
R1700521	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY SERVICES & CHARGES	10011105 - 5345	\$ 6,000.00	0002
R1700521	NORTHWESTERN OHIO SECURITY SYS INC	EQUIPMENT RENTAL	10011105 - 5335	\$ 500.00	0003
R1700521	NORTHWESTERN OHIO SECURITY SYS INC	SOFTWARE MAINTENANCE	10011105 - 5320	\$ 1,000.00	0004
R1700529	SYNERGY MECHANICAL CONTRACTORS INC	SPRINKLERS & BACKFLOW SERVICE CONTRACT	10011105 - 5325	\$ 21,000.00	0001
R1700529	SYNERGY MECHANICAL CONTRACTORS INC	REPAIR SERVICES FOR SPRINKLERS & BACKFLOW	10011105 - 5328	\$ 7,500.00	0002
R1700615	STANTEC CONSULTING INC	TARTAN FIELDS WWTP UPGRADE EVALUATION	66611906 - 5301	\$ 24,850.00	0001
R1700641	DELAWARE MOTIVE PARTS INC	VEHICLE SUPPLIES - RSD	66211901 - 5228	\$ 500.00	0001

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R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 5,000.00	0002
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 3,000.00	0003
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 200.00	0004
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 200.00	0005
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 200.00	0006
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 200.00	0007
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 100.00	0008
R1700641	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 200.00	0009
R1700674	DEL CO WATER CO INC	WATER SERVICE - OECC	66211903 - 5338	\$ 1,500.00	0001
R1700674	DEL CO WATER CO INC	WATER SERVICE - ALUM CREEK	66211904 - 5338	\$ 10,000.00	0002
R1700674	DEL CO WATER CO INC	WATER SERVICE - LOWER SCIOTO	66211905 - 5338	\$ 1,500.00	0003
R1700674	DEL CO WATER CO INC	WATER SERVICE - TARTAN	66211906 - 5338	\$ 1,000.00	0004
R1700674	DEL CO WATER CO INC	WATER SERVICE - SCIOTO RESERVE	66211907 - 5338	\$ 3,000.00	0005
R1700674	DEL CO WATER CO INC	WATER SERVICE - HOOVERWOODS	66211909 - 5338	\$ 200.00	0006
R1700674	DEL CO WATER CO INC	WATER SERVICE - SCIOTO HILLS	66211910 - 5338	\$ 200.00	0007
R1700674	DEL CO WATER CO INC	WATER SERVICE - NORTHSTAR	66211911 - 5338	\$ 3,000.00	0008
R1700692	FACILITIES	VEHICLE FUEL AND PARTS	66211901 - 5228	\$ 125,000.00	0001
R1700692	FACILITIES	VEHICLE REPAIRS	66211901 - 5328	\$ 13,500.00	0002
R1700728	GRAINGER INC	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 1,000.00	0001
R1700728	GRAINGER INC	PPE - BOOTS - CLOTHING	66211901 - 5225	\$ 15,000.00	0002
R1700744	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENTS	10029203 - 5360	\$ 12,000.00	0001
R1700744	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENTS	10029203 - 5360	\$ 10,000.00	0002
R1700761	HOME DEPOT	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 1,000.00	0001
R1700761	HOME DEPOT	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 5,000.00	0002
R1700761	HOME DEPOT	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 5,000.00	0003
R1700761	HOME DEPOT	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 1,000.00	0004
R1700761	HOME DEPOT	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 1,500.00	0005
R1700761	HOME DEPOT	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 1,000.00	0006

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R1700761	HOME DEPOT	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 300.00	0007
R1700761	HOME DEPOT	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 100.00	0008
R1700761	HOME DEPOT	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$ 100.00	0009
R1700761	HOME DEPOT	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 1,000.00	0010
R1700797	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE PARTS - RSD	66211901 - 5228	\$ 5,000.00	0001
R1700797	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE REPAIRS - RSD	66211901 - 5328	\$ 5,000.00	0002
R1700934	JANTON CO	JANITORIAL SUPPLIES - OECC	66211903 - 5201	\$ 4,000.00	0001
R1700934	JANTON CO	JANITORIAL SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 7,500.00	0002
R1700934	JANTON CO	JANITORIAL SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 1,000.00	0003
R1700935	PNC BANK	Supplies	21011113 - 5200	\$ 2,000.00	0001
R1700935	PNC BANK	2017 PC CHARGES FOR SERVICE	21011113 - 5300	\$ 15,000.00	0002
R1700967	JANTON CO	JANITORIAL SUPPLIES	10011303 - 5201	\$ 10,000.00	0001
R1700971	PNC BANK	PNC	22411605 - 5200	\$ 3,000.00	0001
R1700971	PNC BANK	PNC	22411605 - 5300	\$ 3,000.00	0002
R1700977	STAPLES BUSINESS ADVANTAGE	SUPPLIES	22411605 - 5201	\$ 20,000.00	0001
R1700983	K O K PRODUCTS INC	CHEMICAL - CALCIUM HYPOCHLORITE - OECC	66211903 - 5290	\$ 3,000.00	0001
R1700983	K O K PRODUCTS INC	CHEMICAL - CALCIUM HYPOCHLORITE - ALUM CREEK	66211904 - 5290	\$ 5,000.00	0002
R1700984	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE MILEAGE	22411601 - 5309	\$ 50.00	0001
R1700984	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE MILEAGE	22411603 - 5309	\$ 1,000.00	0002
R1700984	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE MILEAGE	22411604 - 5309	\$ 3,500.00	0003
R1700984	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE MILEAGE	22411605 - 5309	\$ 2,000.00	0004
R1700984	VARIOUS JFS EMPLOYEE REIMB	EMPLOYEE MILEAGE	22411606 - 5309	\$ 250.00	0005
R1700989	KONESCranes INC	ANNUAL CRANE INSPECTIONS	66211901 - 5328	\$ 7,000.00	0001
R1700991	KOORSEN PROTECTION SRVC INC	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 1,000.00	0001
R1700991	KOORSEN PROTECTION SRVC INC	FIRE AND SECURITY MONITORING - RSD	66211901 - 5345	\$ 6,000.00	0002
R1700997	LAKESIDE EQUIPMENT CORP	LONGOPAC BAGS - OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 4,000.00	0001

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R1700997	LAKESIDE EQUIPMENT COR	RESERVE	66211907 - 5201	\$ 1,500.00	0002
R1700997	LAKESIDE EQUIPMENT CORP	LONGOPAC BAGS - OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 500.00	0003
R1701003	LEVEL 3 FINANCING INC	PHONE INTERNET - OECC	66211903 - 5330	\$ 7,000.00	0001
R1701003	LEVEL 3 FINANCING INC	PHONE INTERNET - ALUM CREEK	66211904 - 5330	\$ 7,000.00	0002
R1701022	OHIO JOB AND FAMILY SERVICES	MEMBERSHIP DUES	22411605 - 5308	\$ 9,561.00	0001
R1701022	OHIO JOB AND FAMILY SERVICES	WORKSHOP TRAINING CONFERENCES	22411605 - 5305	\$ 800.00	0002
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - OECC	66211903 - 5328	\$ 5,000.00	0001
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - ALUM CREEK	66211904 - 5328	\$ 10,000.00	0002
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - LOWER SCIOTO	66211905 - 5328	\$ 1,500.00	0003
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - TARTAN	66211906 - 5328	\$ 1,000.00	0004
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - SCIOTO RESERVE	66211907 - 5328	\$ 500.00	0005
R1701030	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - NORTHSTAR	66211911 - 5328	\$ 1,500.00	0006
R1701033	MT BUSINESS TECHNOLOGIES INC	COPIER (MAINT)	22411605 - 5325	\$ 6,000.00	0001
R1701033	MT BUSINESS TECHNOLOGIES INC	COPIER SUPPLIES	22411605 - 5201	\$ 200.00	0002
R1701038	PCSAO ACCTS REC	MEMBERSHIP DUES	22411605 - 5308	\$ 5,000.00	0001
R1701038	PCSAO ACCTS REC	TRAINING	22411605 - 5305	\$ 1,250.00	0002
R1701059	EMT TRANSPORTATION	CLIENT EMT TRANSPORTATION	22411601 - 5348	\$ 54,800.00	0001
R1701064	MODERN OFFICE METHODS INC	COPIERS (MAINT)	22411605 - 5325	\$ 6,000.00	0001
R1701064	MODERN OFFICE METHODS INC	COPIER SUPPLIES	22411605 - 5201	\$ 300.00	0002
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - OECC	66211903 - 5328	\$ 2,000.00	0001
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - ALUM CREEK	66211904 - 5328	\$ 2,000.00	0002
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - LOWER SCIOTO	66211905 - 5328	\$ 500.00	0003
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - TARTAN	66211906 - 5328	\$ 200.00	0004
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - SCIOTO RESERVE	66211907 - 5328	\$ 500.00	0005
R1701069	MID OHIO DOORS INC	PM OVERHEAD DOORS - NORTHSTAR	66211911 - 5328	\$ 200.00	0006
R1701072	FACILITIES	POSTAGE (BUSINESS REPLY)	22411605 - 5331	\$ 25,000.00	0001
R1701079	FRONTIER	PHONE 833-2300	22411605 - 5330	\$ 9,700.00	0001
R1701086	M TECH COMPANY	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 5,000.00	0001
R1701086	M TECH COMPANY	EQUIPMENT REPAIRS - RSD	66211901 - 5328	\$ 5,000.00	0002
R1701091	POSTMASTER	POSTAGE	22411605 -	\$ 7,000.00	0001

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			5331		
R1701096	NCL OF WISCONSIN INC	LAB SUPPLIES - OECC	66211903 - 5201	\$ 3,500.00	0001
R1701096	NCL OF WISCONSIN INC	LAB SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 6,000.00	0002
R1701100	ACME ENTERPRISES INC	CLIENT TRANSPORTATION	22411601 - 5355	\$ 44,334.30	0001
R1701103	JOB AND FAMILY SVC,SANDUSKY CO	COLLABOR8	22411601 - 5320	\$ 37,570.00	0001
R1701103	JOB AND FAMILY SVC,SANDUSKY CO	CONTRACTED PROF SVS	22411601 - 5301	\$ 300.00	0002
R1701106	OHIGRO INC	FERTILIZER - PESTICIDES	66211901 - 5241	\$ 2,500.00	0001
R1701106	OHIGRO INC	SALT FOR PARKING LOTS AND WALKS	66211903 - 5285	\$ 600.00	0002
R1701106	OHIGRO INC	SALT FOR PARKING LOTS AND WALKS	66211904 - 5285	\$ 1,500.00	0003
R1701106	OHIGRO INC	SALT FOR PARKING LOTS AND WALKS	66211905 - 5285	\$ 500.00	0004
R1701106	OHIGRO INC	SALT FOR PARKING LOTS AND WALKS	66211906 - 5285	\$ 300.00	0005
R1701106	OHIGRO INC	SALT FOR PARKING LOTS AND WALKS	66211911 - 5285	\$ 250.00	0006
R1701111	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$ 26,099.34	0001
R1701115	TREASURER, STATE OF OHIO	TECH SUPPORT AGREEMENT	22411605 - 5320	\$ 14,500.00	0001
R1701139	OHIO CAT	GENERATOR REPAIRS - SCIOTO RESERVE	66211907 - 5328	\$ 7,000.00	0001
R1701146	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVIE	10011303 - 5338	\$ 8,000.00	0001
R1701147	OHIO UTILITIES PROTECTION	ESTIMATED OUPS SAFETY CALLS	66211901 - 5301	\$ 5,650.00	0001
R1701149	OHIO EDISON CO	ELECTRIC - LOWER SCIOTO	66211905 - 5338	\$ 50,000.00	0001
R1701149	OHIO EDISON CO	ELECTRIC SERVICE - TARTAN	66211906 - 5338	\$ 40,000.00	0002
R1701154	POLYDYNE INC	POLYMER - OECC	66211903 - 5290	\$ 50,000.00	0001
R1701154	POLYDYNE INC	POLYMER - ALUM CREEK	66211904 - 5290	\$ 30,000.00	0002
R1701158	PNC BANK	P-CARD PURCHASE	66211901 - 5200	\$ 10,000.00	0001
R1701158	PNC BANK	P-CARD PURCHASE	66211901 - 5300	\$ 10,000.00	0002
R1701162	PNC BANK	P-CARD PURCHASE	66211903 - 5200	\$ 3,000.00	0001
R1701162	PNC BANK	P-CARD PURCHASE	66211903 - 5300	\$ 4,000.00	0002
R1701164	PNC BANK	P-CARD PURCHASE	66211904 - 5200	\$ 20,000.00	0001
R1701164	PNC BANK	P-CARD PURCHASE	66211904 - 5300	\$ 25,000.00	0002
R1701182	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - OECC	66211903 - 5338	\$ 6,000.00	0001
R1701182	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - ALUM CREEK	66211904 - 5338	\$ 5,000.00	0002

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R1701188	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - OECC	66211903 - 5380	\$ 70,000.00	0001
R1701188	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - ALUM CREEK	66211904 - 5380	\$ 175,000.00	0002
R1701188	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - TARTAN	66211906 - 5380	\$ 4,000.00	0003
R1701188	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - SCIOTO RESERVE	66211907 - 5380	\$ 7,000.00	0004
R1701241	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - OECC	66211903 - 5290	\$ 32,000.00	0001
R1701241	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ALUM CREEK	66211904 - 5290	\$ 32,000.00	0002
R1701263	PNC BANK	SUPPLIES	10011108 - 5200	\$ 2,000.00	0001
R1701263	PNC BANK	SERVICES	10011108 - 5300	\$ 4,000.00	0002
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 1,000.00	0001
R1701266	TRACTOR SUPPLY COMPANY	PPE - CLOTHING - GLOVES ETC	66211901 - 5225	\$ 5,000.00	0002
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 1,500.00	0003
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 1,500.00	0004
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 500.00	0005
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 200.00	0006
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 200.00	0007
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$ 200.00	0008
R1701266	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 500.00	0009
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - OECC	66211903 - 5316	\$ 7,000.00	0001
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - ALUM CREEK	66211904 - 5316	\$ 9,000.00	0002
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - LOWER SCIOTO	66211905 - 5316	\$ 200.00	0003
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - TARTAN	66211906 - 5316	\$ 100.00	0004
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - SCIOTO RESERVE	66211907 - 5316	\$ 100.00	0005
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - HOOVERWOODS	66211909 - 5316	\$ 400.00	0006
R1701268	TREASURER, STATE OF OHIO	PERMIT FEES - SCIOTO HILLS	66211910 - 5316	\$ 400.00	0007
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 4,000.00	0001
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 3,000.00	0002
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 500.00	0003

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R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 2,000.00	0004
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 2,000.00	0005
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 1,000.00	0006
R1701274	HD SUPPLY FACILITIES MAINT LTD	CHEMICALS - BENTTREE	66211908 - 5290	\$ 100.00	0007
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 200.00	0008
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$ 500.00	0009
R1701274	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 5,000.00	0010
R1701274	HD SUPPLY FACILITIES MAINT LTD	EQUIPMENT - NORTHSTAR	66211911 - 5260	\$ 5,000.00	0011
R1701302	VERIZON	AIR CARDS - RSD	66211901 - 5315	\$ 1,000.00	0001
R1701302	VERIZON	AIR CARDS - OECC	66211903 - 5315	\$ 2,500.00	0002
R1701302	VERIZON	AIR CARDS - ALUM CREEK	66211904 - 5315	\$ 2,500.00	0003
R1701302	VERIZON	CELL PHONE SERVICE	66211901 - 5330	\$ 23,000.00	0004
R1701305	VOSS BROS SALES & RENTAL INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 2,000.00	0001
R1701305	VOSS BROS SALES & RENTAL INC	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 2,000.00	0002
R1701305	VOSS BROS SALES & RENTAL INC	EQUIPMENT REPAIR - ALUM CREEK	66211904 - 5328	\$ 2,000.00	0003
R1701305	VOSS BROS SALES & RENTAL INC	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 500.00	0004
R1701355	PUBLIC DEFENDER ATTORNEY'S	PUBLIC DEFENDER SERVICES	10011202 - 5301	\$1,050,000.00	0001
R1701379	EPCON COMMUNITIES	RETURN OF UNUSED INSPECTION FEES: COURTYARDS AT	66211902 - 5319	\$ 7,927.50	0001
R1701382	FISHEL HASS KIM ALBRECHT LLP	WORKERS COMPENSATION LEGAL FEES	61311923 - 5361	\$ 25,000.00	0001
R1701383	COMP MANAGEMENT INC	WORKERS COMPENSATION CLAIM ACTIVITY - MONTHLY	61311923 - 5370	\$ 300,000.00	0001
R1701388	PNC BANK	SUPPLIES	61311923 - 5200	\$ -	0001
R1701388	PNC BANK	BWC PREMIUM PAYMENT	61311923 - 5300	\$ 50,000.00	0002
R1701390	SEDGWICK CLAIMS MANAGEMENT	QUARTERLY INSTALLMENT FEES	61311923 - 5301	\$ 35,000.00	0001
R1701398	MT BUSINESS TECHNOLOGIES INC	(2) COPIERS	41711436 - 5450	\$ 18,998.00	0001
R1701399	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50111117 - 5720	\$ 500,050.00	0001

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R1701399	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$1,175,000.00	0002
R1701400	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS	50111117 - 5720	\$ 7,800.00	0001
R1701400	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$ 195,000.00	0002
R1701401	US BANK	BOND INTEREST PAYMENT	50111117 - 5720	\$1,133,625.00	0001
R1701401	US BANK	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$1,250,000.00	0002
R1701403	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS	50211119 - 5720	\$ 205,700.00	0001
R1701403	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT	50211119 - 5725	\$ 680,000.00	0002
R1701404	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 1,612.92	0001
R1701404	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	50411121 - 5725	\$ 2,440.29	0002
R1701404	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	50811125 - 5720	\$ 1,493.58	0003
R1701404	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 2,259.71	0004
R1701405	US BANK	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 38,625.00	0001
R1701405	US BANK	BOND PRINCIPAL PAYMENT	50411121 - 5725	\$ 130,000.00	0002
R1701405	US BANK	BOND INTEREST PAYMENT	50811125 - 5720	\$ 35,675.00	0003
R1701405	US BANK	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 120,000.00	0004
R1701405	US BANK	BOND INTEREST PAYMENT	50911126 - 5720	\$ 23,450.00	0005
R1701405	US BANK	BOND PRINCIPAL PAYMENT	50911126 - 5725	\$ 80,000.00	0006
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51511132 - 5720	\$ 63.00	0001
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51511132 - 5725	\$ 1,800.00	0002
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51611133 - 5720	\$ 307.12	0003
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51611133 - 5725	\$ 4,800.00	0004
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND INTERST PAYMENTS	51711134 - 5720	\$ 182.00	0005
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51711134 - 5725	\$ 5,200.00	0006
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND INTERST PAYMENTS	51911136 - 5720	\$ 133.38	0007
R1701406	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51911136 - 5725	\$ 2,073.00	0008
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENT	52011138 - 5720	\$ 788.66	0001
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52011138 - 5725	\$ 7,597.00	0002

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R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52111140 - 5720	\$ 1,397.50	0003
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52111140 - 5725	\$ 10,600.00	0004
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52211141 - 5720	\$ 3,116.37	0005
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENTS	52211141 - 5725	\$ 22,500.00	0006
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52311142 - 5720	\$ 1,031.49	0007
R1701407	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52311142 - 5725	\$ 7,400.00	0008
R1701408	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52411143 - 5720	\$ 1,447.59	0001
R1701408	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52411143 - 5725	\$ 10,400.00	0002
R1701408	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52411143 - 5720	\$ 208.05	0003
R1701408	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52411143 - 5725	\$ 1,500.00	0004
R1701409	US BANK	BOND INTEREST PAYMENTS	58011181 - 5720	\$1,433,412.50	0001
R1701409	US BANK	BOND PRINCIPAL PAYMENT	58011181 - 5725	\$ 665,000.00	0002
R1701410	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 757,725.00	0001
R1701410	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$2,305,000.00	0002
R1701410	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 415,587.50	0003
R1701410	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$ 385,000.00	0004

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

6

RESOLUTION NO. 17-22

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that Ferzan Ahmed, Commissioner Barb Lewis, Commissioner Jeff Benton, Commissioner Gary Merrell, Jane Hawes and Bob Lamb attend the Third Thursday in Delaware, Ohio on January 19, 2017 at the cost of \$90.00 (fund number 10011101).

The Administrative Services Department is requesting that Dawn Huston attend a National Public Employer Labor Relations Annual Training Conference in Long Beach, California from April 23-27, 2017 at the cost of \$2641.60 (fund number 10011108).

The Administrative Services Department is requesting that Dawn Huston, Brad Euans, Mindy Owens, Tommie Blackledge and Dana Bushong attend an Ohio Public Employer Labor Relations Annual Training Conference in Columbus, Ohio February 5, 2017 at the cost of \$1,745.00; (fund number 10011108).

Job and Family Services is request Travel Authorization for Timothy Hackworth to attend, a, 6 weeks of on-line Access Training through Hondros College beginning January 18, 2017; at the cost of \$99.00

The Child Support Enforcement Agency is requesting that Sandy Distantis, Wendy Shannon, Sherry Fluerry and Maren Aikey attend an Attorney Networking Meeting throughout 2017 at the cost of \$180.00 (fund number 23711630).

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

7

RESOLUTION NO. 17-23

IN THE MATTER OF AMENDING THE DATE AND TIME FOR THE PUBLIC HEARING FOR CONSIDERATION OF THE RADNOR TOWNSHIP #2015-1 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY GARY M. AND LISA A. COOPER AND OTHERS:

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

WHEREAS, on November 18, 2016, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Gary M. and Lisa A. Cooper and Others; and

WHEREAS, Resolution NO. 16-1333 set Thursday April 13, 2017 at 10:00AM as the time and for the first hearing on the petition and this date needs to be amended;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Thursday April 6, 2017 at 10:00AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the amended time and place for the first hearing on the petition, and

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

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

8

RESOLUTION NO. 17-24

IN THE MATTER OF APPROVING A LEASE AMENDMENT FOR SECURE STORAGE FACILITIES:

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

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff and Staff recommend approval of the lease amendment for such facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves such lease amendment for secure storage facilities for terms commencing January 1, 2017 and ending January 1, 2018, for the total cost of \$36,400.00.

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

9

RESOLUTION NO. 17-25

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR A RURAL ECONOMIC DEVELOPMENT MEETING:

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

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

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

WHEREAS, the Delaware County Economic Development Department will be holding a meeting for local rural businesses for purposes of engagement on Economic Development in the county and coffee, meal, and refreshments will need to be provided.

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

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Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Economic Development funds in an amount not to exceed \$250.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the meeting.

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

**10
RESOLUTION NO. 17-26**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations

10011107-5201	Zoning/General Supplies	200.00
10011107-5301	Zoning/Contracted Professional Service	500.00
10011107-5305	Zoning/Training & Staff Development	250.00
10011107-5310	Zoning/Travel Nontaxable	150.00
10011107-5312	Zoning/Advertising & Legal Notices	300.00
10011107-5332	Zoning/Cell Phone Allowance	20.00

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

**11
RESOLUTION NO. 17-27**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66711904-5401	66711904-5301	\$250,000.00
Central Alum Creek – Land purchase	Central Alum Creek – Professional Services	

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

**12
RESOLUTION NO. 17-28**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR EVANS FARM WEST SANITARY EXTENSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for Evans Farm West Sanitary Extension for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Evans Farm West Sanitary Extension for submittal to the Ohio EPA for their approval.

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

**13
RESOLUTION NO. 17-29**

IN THE MATTER OF APPROVING THE SANITARY SEWER DEVELOPER’S AGREEMENT FOR EVANS FARM WEST SANITARY EXTENSION:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Developer’s Agreement for Evans Farm West Sanitary Extension.

DEVELOPER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

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SECTION I: INTRODUCTION

This Agreement is entered into on this 12th day of January 2017, by and between **Evans Farm Land Development Company, LLC**, hereinafter called "Developer", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"). This Agreement is governed by the following considerations and conditions, to wit:

The Developer 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 Sewer Extension Plan For Evans Farm West Sanitary Extension**, dated **03/07/16**, and approved by the County on **January 7, 2016**, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: FINANCIAL WARRANTY

The Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$203,645.28**) 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.

The Developer 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 Developer 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 Extension Plan For Evans Farm West Sanitary Extension**.

SECTION III: FEES

It is further agreed that upon execution of this Agreement, the Developer 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 Extension Plan for Evans Farm West Sanitary Extension (\$7,127.58)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$17,325.00** estimated to be necessary to pay the cost of inspection for **Evans Farm West** 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 Developer 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 Developer 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 Developer 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 Developer shall pay the cost of any third party inspection services for **Sanitary Sewer Extension Plan For Evans Farm West Sanitary Extension** as required by the County.

SECTION IV: 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 Developer shall indemnify and hold 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 Developer, 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 Developer, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Developer 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

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shall be replaced by the Developer when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Developer 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 Developer shall, at its sole expense, secure any rights or interests in real property for the revised location.

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

SECTION V: EASEMENTS

The Developer shall secure all rights or interests in real property required to complete the Improvements, all of which shall be obtained at the expense of the Developer. Prior to final acceptance of the Improvements by the County, 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 the Developer is unable to secure from a railroad company a right or interest in such railroad company's real property in a form acceptable to the County, then the County may, in its sole discretion, elect to acquire the necessary right or interest, pursuant to Chapters 163 and 6117 of the Revised Code. The Developer shall reimburse the County for the costs of acquisition, including, but not limited to, fees for appraisers, surveyors, and professional engineers and the just compensation, whether determined by negotiation or judgment, paid for the acquisition. The Developer acknowledges and agrees that, in the event the County must acquire a necessary right or interest for the Improvements, final acceptance of the Improvements shall not occur until the acquisition is completed and on file at the Delaware County Recorder's Office.

SECTION VI: COMPLETION OF CONSTRUCTION

Upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications and all requirements of this Agreement have been met, the County shall, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements, subject only to the Developer's maintenance obligation pursuant to this Agreement.

The Developer 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 Developer 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 Developer become unable to carry out the provisions of this Agreement, the Developer'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 Developer, 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

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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 VII: SIGNATURES

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

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

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RESOLUTION NO. 17-30

IN THE MATTER OF MODIFYING THE BOUNDARY OF THE DELAWARE COUNTY REGIONAL 1A SEWER DISTRICT:

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

WHEREAS, pursuant to section 6117.01(B)(1) of the Revised Code, for the purpose of preserving and promoting the public health and welfare, a board of county commissioners may lay out, establish, consolidate, or otherwise modify the boundaries of, and maintain, one or more sewer districts within the county and outside municipal corporations; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established the Regional 1A Sewer District, which is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

WHEREAS, the proposed sewers that will be providing centralized wastewater service to parcels at the northern boundary of existing Regional 1A Sewer District are able to be extended to the north to serve additional parcels adjacent to the existing boundary; and

WHEREAS, a study titled Genoa Triangle Sanitary Sewer Study was prepared and submitted by Stantec Consulting Service, Inc. on September 23, 2016 that detailed areas outside of the existing Sewer District that have development interest and that could potentially be served through the existing Vinmar Farms pump station; and

WHEREAS, the Delaware County Sanitary Engineer's office issued a memo on November 18, 2016 regarding its general findings and comments on the Genoa Triangle Sanitary Sewer Study that indicated concurrence with the capacity of the Vinmar Farms pump station to handle the initial development proposed outside of the existing Sewer District provided the pump station operates at the original design capacity; and

WHEREAS, effective sewer system planning should consider service to additional parcels in the area that are tributary to the planned sewers in order to preserve and promote public health and welfare; and

WHEREAS, the parcels located south of Plumb Road and west of Hoover Reservoir are in part or in whole outside of the current boundary for the Regional 1A Sewer District and are requesting service or are tributary to the areas as defined above, collectively to be known as the Genoa Township Parcels, and are identified and shown on the attached Exhibit A; and

WHEREAS, the capacity of the existing sewer system is limited by the existing infrastructure and the modification of the Regional 1A Sewer District boundary does not increase the downstream capacity available;

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

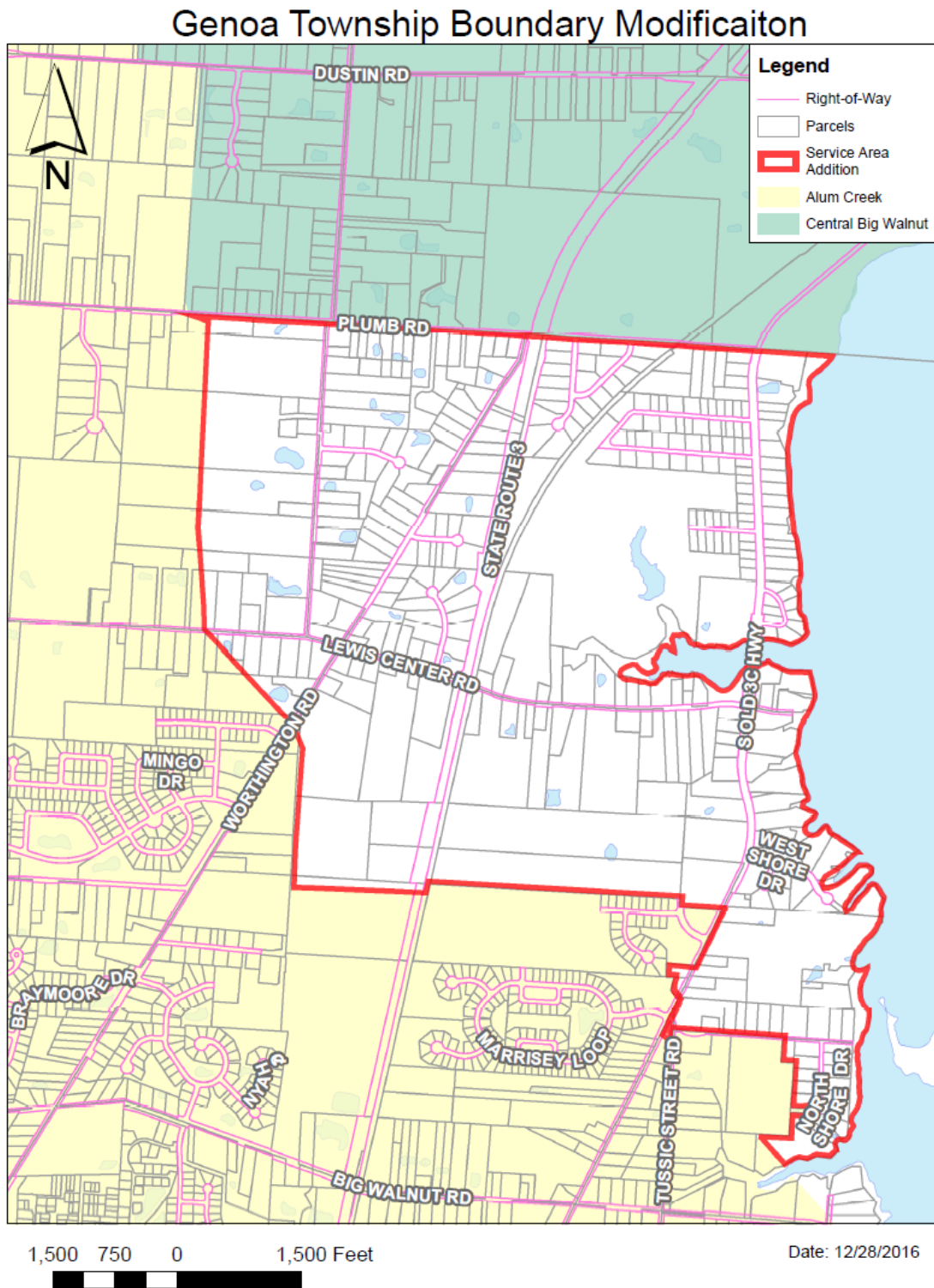
Section 1. The Board hereby modifies the boundary of the Delaware County Regional 1A Sewer District to include the Genoa Township Parcels, finding that said modification is for the purpose of preserving and promoting the public health and welfare, as well as economic development purposes.

Section 2. The Board hereby directs the Delaware County Sanitary Engineer to cause the official map of the Regional 1A Sewer District to be amended to indicate the modification approved in Section 1 of this Resolution.

Section 3. The Board hereby declares that improvements to the existing sanitary sewer collection system are necessary in order to provide sanitary sewer service to the Genoa Township Parcels.

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Section 4. This Resolution shall take effect immediately upon adoption.



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

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RESOLUTION NO. 17-31

IN THE MATTER OF APPROVING AN ENGAGEMENT LETTER FROM H.J. UмбаUGH & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS, LLP FOR MUNICIPAL ADVISORY SERVICES:

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

Whereas, the County Administrator recommends APPROVING an Engagement Letter from H.J. Umbaugh & Associates, Certified Public Accountants, LLP for Municipal Advisory Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves an Engagement Letter from H.J. Umbaugh & Associates, Certified Public Accountants, LLP for Municipal Advisory Services:

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November 30, 2016

Re: Engagement Letter for Municipal Advisory Services

Dear Mr. Ahmed:

H.J. Umbaugh & Associates, Certified Public Accountants, LLP (“Umbaugh” or the “Firm”) is pleased to provide the Delaware County, Ohio (the “Client” or “County”) with the following engagement letter to provide municipal advisory services, the details of which are set forth in the Scope of Services shown in Exhibit A hereto (the “Services”).

Municipal Advisor Registration

Umbaugh is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Umbaugh is providing certain specific municipal advisory services to the County. The Firm is neither a placement agent to the County nor a broker/dealer.

The offer and sale of any County bonds or and agreement to enter into a loan or private placement shall be made by the County, in the sole discretion of the County, and under its control and supervision. The County agrees that Umbaugh does not undertake to sell or attempt to sell the bonds, but shall provide advice and recommendations regarding such transactions.

Upon acceptance of this engagement letter, the County may represent to underwriters and providers of financial products that Umbaugh is the County’s Independent Registered Municipal Advisor.

Fees and Costs

Fees charged for work performed are generally based on a fixed amount, as set forth in Exhibit B. Other arrangements, as mutually agreed upon, may be established based upon time expended, hourly rates, or other arrangements as more appropriate for a particular matter.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, you acknowledge that you have received Exhibit C and have been given the opportunity to raise questions and discuss with Umbaugh the matters contained within the exhibit.

Billing Procedures

Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Umbaugh is proposing a fixed fee for the services outlined in this engagement letter. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date. The account balance is due and payable on receipt.

Termination

Both the County and Umbaugh have the right to terminate the engagement at any time with advance written notice. Upon termination, all fees and charges incurred prior to termination shall be paid promptly.

Accountants’ Opinion

The work performed by Umbaugh shall not include an audit or review of the records or the expression of an opinion on financial data.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by County personnel. We will not audit, review, or examine the information. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our services. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

Client Responsibilities

It is understood that Umbaugh will serve in an advisory capacity with the County. The County is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The County is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The County is responsible for

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establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the services to be provided by Umbaugh. From time to time, the County may request additional services or require the Firm's services with regard to additional financings. If this occurs, Umbaugh and the County shall complete a revised and supplemented Exhibit A and Exhibit B to set forth the additional services (including revised fees and costs, as needed).

Other Financial Industry Activities and Affiliations

Umbaugh Cash Advisory Services, LLC ("UCAS") is a wholly-owned subsidiary of the Firm. UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of Umbaugh.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

If the foregoing accurately represents the basis upon which we may provide Services to the County, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours, H.J. Umbaugh & Associates Certified Public Accountants, LLP

By: James J. Hargrove, Principal

**EXHIBIT A
SCOPE OF SERVICES**

At the request of the Client, Umbaugh will provide the following services:

1. **Develop and Monitor Financing Schedule.** Umbaugh will prepare a bond sale calendar that clearly identifies the responsibilities of each participant in the transaction. The schedule will be designed to permit sufficient time for review of all disclosure materials by County officials prior to final printing and distribution. Moreover, Umbaugh will work closely with all external participants (e.g., bond counsel, rating analysts, etc.) to ensure that their tasks are coordinated with the activities of the County's staff.
2. **Analyze Debt Structure Alternatives.** Umbaugh will review and provide advice with respect to proposed financings, including (i) the coordination of the amortization schedule with outstanding debt of the County, (ii) analysis of the sufficiency of resources pledged to debt service and (iii) the advisability of the maturity schedule.
3. **Recommend a Negotiated or Competitive Sale or Competitive Loan Process.** Umbaugh will provide advice to the County regarding the appropriateness of sale options.
4. **Assist County in Selecting Working Group Members and Procuring Services.**
 - a. **Underwriter Selection.** If it is determined that a negotiated sale is appropriate, Umbaugh will work with County officials in selecting the underwriting team. At the direction of the County, this may include procuring underwriting services through an RFP/RFQ process.
 - b. **Procurement of Financial Services.** Umbaugh will assist the County, as needed, in identifying and procuring services that may be needed over the course of its financing program. This includes assistance with the selection of trustees, escrow trustees, escrow verification agents, financial printers and other third party vendor services.
 - c. **Work with Members of Working Group to Develop Financing Terms.** Once the working group has been selected, Umbaugh, in conjunction with the County's staff, will analyze each component of the structure and make recommendations.
5. **Develop Financing Documents.** Once a plan of finance has been developed, the financing team will be responsible for drafting, printing, adopting, and distributing all legal and disclosure documents. Umbaugh will coordinate with local officials, bond counsel, underwriters, banks, and other team members in the preparation, review, and finalization of all bond document preparation activities, including the preparation and review of trust indentures, official statements, loan agreements, reimbursement contracts, trust participation agreements, purchase contracts, remarketing agreements, and other contracts that may be necessary for bond

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issues and other debt instruments considered by the County. Other documents, such as engineering studies, traffic and revenue projections, and arbitrage certificates, are the responsibility of other parties, but their preparation will be incorporated into the document preparation work coordinated by Umbaugh prior to the sale of securities as necessary.

6. Risk Assessment. Umbaugh will seek to identify potential risk factors associated with any specific issuance of debt, and discuss those risks with the appropriate County personnel. Umbaugh will attempt to quantify the financial risks identified and advise the County as to the reasonableness of accepting the potential risks identified.

7. Coordinate the Marketing of the Bonds. Umbaugh will actively undertake all necessary procedures to assist in the coordination and marketing, if applicable, of the County's debt issues. The following discussion details the steps involved:

a. Timing of Sale. To assist the County with the timing of proposed issues, Umbaugh closely monitors market conditions and evaluates their impact on new-issue securities.

b. Marketing Information.

(1) Disclosure Documents. For the County's offering, Umbaugh will work closely with the administrative staff to ensure that the County's primary information disclosure document, the Preliminary Official Statement (the "POS"), is in full compliance with industry standards. Umbaugh will review the County's existing POS format and recommend any changes that may enhance the presentation of relevant information.

(2) Information Meetings. If it is deemed appropriate, Umbaugh will organize and participate in investor information meetings to describe in greater detail various elements of the transaction.

(3) Bid Forms. In its preparation of the official bid form for competitive sales, Umbaugh will work with the County's bond counsel to ensure that all statutory requirements are satisfied. In addition to these legal constraints, Umbaugh will evaluate the impact of various bidding provisions on the resulting debt service schedule. Umbaugh's efforts would be designed to allow bidders maximum flexibility while protecting the interests of the County.

8. Rating Agency Presentations. Umbaugh will work closely with the County in preparing for rating agency presentations and make recommendations concerning issues that should be addressed in those meetings, if applicable.

9. Assist with the Pricing of the Bonds. Umbaugh will provide the County with information so that the County can evaluate the fairness of the pricing of its securities. Such information may include (i) yields on recently priced comparable issues, (ii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an assessment of municipal market conditions leading up to the sale, (iv) recommendations of alternative call provisions, and (v) special features of the issue and potential impacts on pricing.

10. Assist with Closing the Bond Issue. Umbaugh will prepare a closing memorandum and work with all parties involved to facilitate a timely closing.

11. Identify Refinancing Opportunities. Umbaugh will monitor the County's debt portfolio on an ongoing basis in an effort to identify and recommend refinancing transactions to the County that meet the County's refinancing criteria and objectives.

12. Review Proposals. At the request of the County, Umbaugh will review any proposals (solicited or unsolicited) received by the County from broker-dealers or other financial institutions with respect to the issuance of obligations by the County and provide advice and recommendations to the County with respect to such matters based on its review.

13. Specific Transactions. With respect to the items detailed above, this agreement shall apply to the Sanitary Sewer System Improvement Refunding Revenue Bonds, Series 2017, of the County, a private placement, or a loan (the "Financing"), which refunds the Sanitary Sewer System Refunding Revenue Bonds, Series 2007 of the County.

14. Miscellaneous. Umbaugh is committed to providing additional services as required to effectively manage the County's debt issuance process.

**EXHIBIT B
Term of Agreement and Fees**

This engagement shall continue until terminated as described herein and may be amended from time to time to address specific financings or projects not addressed in this Exhibit B. For financial consulting and advisory services related to the Financing, the Firm shall be paid a fee of \$35,000.

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Umbaugh will not charge the County for normal out-of-pocket expenses associated with providing the scope of services to the County. Expenses related to travel for rating agency presentations and pricings outside of the State of Ohio are to be reimbursed at cost for such expenses.

The County will incur no financial obligation to Umbaugh until such time that the Board of County Commissioners approves the bond legislation and appropriation is authorized. It is expected, but not required, that all bond-related fees will be paid from the proceeds of the County's transaction.

The fees do not include the charges of other entities including, but not limited to, rating agencies, bond and official statement printers, couriers, newspapers, bond counsel and local counsel, and electronic bidding services, including Parity@.

ADDITIONAL TERMS AND CONDITIONS

1 AGREEMENT AND MODIFICATIONS

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

2 SUSPENSION OR TERMINATION OF AGREEMENT

2.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time Umbaugh shall immediately suspend or terminate services, as ordered by the County.

3 INSURANCE

3.1 General Liability Coverage: Umbaugh 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.

3.2 Automobile Liability Coverage: Umbaugh 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.

3.3 Workers' Compensation Coverage: Umbaugh 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.

3.4 Professional Liability Insurance: Umbaugh 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 services hereunder. 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.

3.5 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 3.1 and 3.2. Umbaugh shall require all of its subcontractors to provide like endorsements.

3.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Umbaugh, 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. Umbaugh will replace certificates for any insurance expiring prior to completion of work under this Agreement.

4 MISCELLANEOUS TERMS AND CONDITIONS

4.1 Prohibited Interests: Umbaugh 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. Umbaugh 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.

4.2 Independent Contractor: The Parties acknowledge and agree that Umbaugh 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. Umbaugh also agrees that, as an independent contractor, Umbaugh 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

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compensation received for services or deliverables rendered hereunder. Umbaugh 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.

4.3 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.

4.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

4.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

4.6 Findings for Recovery: Umbaugh certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

4.7 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.

4.8 County Policies: Umbaugh shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. Umbaugh 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 Umbaugh 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.

4.9 Drug-Free Workplace: Umbaugh 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. Umbaugh 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.

4.10 Non-Discrimination/Equal Opportunity: Umbaugh 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.

Umbaugh 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.

Umbaugh 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.

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

**EXHIBIT C
Disclosure Statement of Municipal Advisor**

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in

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Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Affiliate Conflict.** UCAS, an affiliate of the Firm (the “Affiliate”), has or is expected to provide certain advice to or on behalf of Client that is directly related to the Firm’s activities within the Scope of Services under this Agreement. In particular, providing advice to Client regarding investment of bond proceeds. The Affiliate’s business with Client could create an incentive for the Firm to recommend to Client a course of action designed to increase the level of Client’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client’s business activities with the Affiliate. Furthermore, this potential conflict is mitigated by the fact that the Affiliate is subject to its own comprehensive regulatory regime as a registered investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act.

II. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

III. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the municipal securities market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client’s evaluation of the Firm or the integrity of the Firm’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** The Firm’s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC’s EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001610268>.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes

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available throughout the term of the Agreement.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Attended the Public Defender’s Commission meeting this week. Has more homework to do in regards to the future of our public defender’s office. Will look at Greene County’s model and compare as they are roughly the same size as Delaware County

-There is a plaque by the elevator in our building with the “Stork Awards”. Noticed there hasn’t been a dispatcher assisted delivery of a baby in two years. Oddly enough, Tuesday night dispatcher Catharine Dobyns assistance in the delivery of a baby.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-Attended the Finance Authority meeting on Tuesday evening

-The crane at the Judicial Building will be coming down this weekend

Commissioner Lewis

-Attended the DKMM Policy Committee meeting Tuesday afternoon. The EPA mandates an update to the hazardous waste manual every five (5) years. The Committee is working on that now. It was a good meeting. Has heard from a number of constituents from the southern portion of the county that they would like a hazardous waste drop off site in the portion of the county.

-The Gazette has said that the BIA Parade of Homes will be in Delaware County again this year

Commissioner Benton

-Watched a prevailing wage webinar yesterday. That is a complex and risky program. The Legislature is looking to make changes to lessen the expense to the administrator and project for having a prevailing wage

-There will be a ceremony held this evening for the 4-H delegation to the Presidential Inauguration

-Met with the members of the Board of Revision. They will be reassessing values this year. They expect to be busier towards the end of this year and next year with revision requests

-Jane Hawes has been working on a list of people to engage about the Competitive Advantage program. She will also engage the public on social media at a later date. The deadline for submissions in at the end of February

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners