

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 13, 2017**

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**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. 17-246**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 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 March 9, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2  
PUBLIC COMMENT**

**3  
ELECTED OFFICIAL COMMENT**

**4  
ALICE FRAZIER,  
PRESENTATION CITIZENS CLIMATE LOBBY**

**5  
RESOLUTION NO. 17-247**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0310:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0310 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1702539	HAYES REFRIGERATION SVS	JAIL - WALK IN FREEZER/COOLER REPLACEMENT PROJECT	40111402 - 5450	\$10,700.00
R1702620	TANNER SUPPLY COMPANY INC	MATERIAL & SUPPLIES FOR DOORS AND TOILETS	10011105 - 5201	\$5,200.00
R1702679	RUSH TRUCK CENTER INC	PARTS FOR MEDIC TRUCK REPAIR	10011303 - 5228	\$5,123.34
R1702679	RUSH TRUCK CENTER INC	LABOR COSTS FOR MEDIC TRUCK	10011303 - 5328	\$4,412.48
R1702685	MOTOROLA SOLUTIONS INC	52 PORTABLE RADIOS	21411306 - 5260	\$144,721.80

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

**6  
RESOLUTION NO. 17-248**

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

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

The Regional Sewer District is requesting that Chad Kidd and Wayne Coleman attend an OTCO Wastewater Workshop in Columbus, Ohio on April 4, 2017 at a total cost of \$340.00 from fund 66211901.

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The Regional Sewer District is requesting that Walt Thompson attend an OTCO Wastewater Workshop in Columbus, Ohio on April 5, 2017 at a total cost of \$170.00 from fund 66211901.

The Regional Sewer District is requesting that Brian Keener, Todd Ward, John Darrough, Mark Hobler, William Brutchey, John Garrett, Stephen Rossette, and Marshall Yarnell attend an OTCO Wastewater Workshop in Columbus, Ohio on April 4<sup>th</sup> and April 5<sup>th</sup>, 2017 at a total cost of \$2,560.00 from fund 66211901.

The Regional Sewer District is requesting that Mark Hobler attend an OTCO Pretreatment Workshop in Worthington, Ohio on May 9, 2017 at a total cost of \$170.00 from fund 66211901.

The Regional Sewer District is requesting that John Feightner and Mark Hobler attend an OTCO Wastewater Lab Workshop in Worthington, Ohio on May 10, 2017 at a total cost of \$340.00 from fund 66211901.

The Regional Sewer District is requesting that William Brutchey attend an OTCO Class III and IV Workshop in Mt. Sterling, Ohio on August 2<sup>nd</sup> and August 3<sup>rd</sup>, 2017 at a total cost of \$320.00 from fund 66211901.

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

**7  
RESOLUTION NO. 17-249**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 59.58 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:**

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

Whereas, on January 10 ,2017, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Aaron L. Underhill, agent for the petitioners, of 59.58 acres, more or less, in Berkshire Township to the Village of Galena; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the Village of Galena or the Township of Berkshire;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 59.58 acres, more or less, in Berkshire Township to the Village of Galena.

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

**8  
RESOLUTION NO. 17-250**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR VILLAS AT LOCH LOMOND:**

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

Whereas, NK Villas, LLC has submitted the Plat of Subdivision (“Plat”) for Villas At Loch Lomond, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 5, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 5, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 5, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on January 19, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 27, 2017

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Villas At Loch Lomond.

**LOCH LOMOND**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being 15.056 acres of land in Farm Lots 19 and 20 Range 19, Township 3, Section 4, United States Military Lands as conveyed to NK Villas, LLC, of record Deed Volume 1331, Page 253, Recorder’s Office, Delaware. Cost: \$111.> (\$3.00 per buildable lot)

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

**9**

**RESOLUTION NO. 17-251**

**IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITION FOR LIBERTY TOWNSHIP FREESTANDING EMERGENCY DEPARTMENT:**

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

**Liberty Township Freestanding Emergency Department:**

WHEREAS, on January 23, 2017, a Drainage Maintenance Petition for Liberty Township Freestanding Emergency Department was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Liberty Township Freestanding Emergency Department located 4141 North Hampton Drive in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$24,537.74 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 2.4 acres will receive benefits (costs) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$10,224.06 per lot. An annual maintenance fee equal to 2% of this basis (\$490.75) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$490.75 has been paid to Delaware County.

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

**10**

**RESOLUTION NO. 17-252**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN OTIS W. RONK AND SHIRLEY C. RONK AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR24-0.07:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Otis W. Ronk and Shirley C. Ronk for the project known as DEL-CR24-0.07.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Otis W. Ronk and Shirley C. Ronk for the project known as DEL-CR24-0.07 as follows:

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**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 13<sup>th</sup> day of March, 2017, Otis W.Ronk and Shirley C. Ronk, whose address is 6000 S. Old 3C Highway, Westerville, Ohio 43082, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
89-WD  
DEL-CR24-0.07

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Thirty Thousand Dollars (\$30,000.00)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

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8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to

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the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**11**

**RESOLUTION NO. 17-253**

**IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2017 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2018:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the 2017 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2018 as follows:

**Drainage Maintenance Inspection Report for 2017**

**2017 Drainage Maintenance Inspection Report**

General Information

1. Name and number of group
2. Type of group:    O = Open Ditch    T = Tile            ST = Storm Tile  
                                  B = Basin            SW = Swale    W/W = Waterway  
                                  S/D = Surface Drain
3. Balance Money as of December 31, 2015

Proposed Work

1. Brush and cattails need sprayed.
2. Fertilizer and seeding is needed.
3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2016, and projected income for 2016 and 2017.

**JOINT COUNTY PROJECTS – 2018 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	24%	Delaware / Marion
Carter Joint County	24%	Delaware / Marion
Cook Joint County	45%	Delaware / Licking
Coomer #435 Main	4%	Delaware / Morrow
Coomer #435 Lateral A	3%	Delaware / Morrow
Darst Joint County	8%	Delaware / Marion
DeGood	35%	Delaware / Union
Pumphrey Joint County	20%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

**TRI-COUNTY PROJECTS – 2017 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	30%	Delaware / Marion / Union

**Inspection Report Summary 2017**

<u>Project Name</u>	<u>Project #</u>	<u>Auditor #</u>	<u>2018 % Collect</u>
3B'S & K STORAGE	0707	11-384	2.0
459 ORANGE POINT DRIVE	1510	11-556	3.0
7719 GRAPHICS WAY	1506	11-557	7.0
A.D. FARROW	0621	11-338	3.0
ABBEY KNOLL 01 & 02	0029	11-170	1.5
ABBEY KNOLL 03 - 1 & 2	0129	11-199	1.5
ABBEY KNOLL 04 - A & B	0326	11-021	1.5

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ABBEY KNOLL 05 - A & B	0533	11-343	2.0
ADAMS JOINT COUNTY	6801	11-008	24.0
ALUM CROSSING SEC 1&2	0523	11-344	1.5
AUGUSTA WOODS 2	0124	11-214	2.0
AVONLEA	0519	11-319	1.75
BAINBRIDGE MILLS 2	9909	11-134	1.5
BARRINGTONESTATES	1408	11-533	2.0
BASIGER 336 A-1	0808	11-434	6.0
BASIGER 336 A-2	0809	11-435	6.0
BASIGER 336 B	0810	11-436	6.0
BASIGER 336 C	0811	11-437	5.0
BASIGER 336 MAIN	0807	11-438	6.0
BEAUTIFUL SAVIOR LUTHERAN CHURCH	1412	11-536	3.5
BECKER	8401	11-034	7.0
BERKSHIRE DEVELOPMENT	9918	11-160	2.0
BHARATIYA HINDU TEMPLE	0914	11-455	4.5
BIG BEAR FARMS 2 - 2	9806	11-104	0.5
BIG BEAR FARMS 8	9917	11-131	0.5
BIG BEAR FARMS 9	9925	11-151	0.5
BOULDER RIDGE	0613	11-331	2.0
BRAEMAR AT WEDGEWOOD 1, 2, & 3	0817	11-419	2.0
BROOKSHIRE BANQUET	0536	11-335	1.5
BROOKVIEW	0915	11-452	4.0
BROOKVIEW MANOR	1514	11-564	2.0
BRYN MAWR	0011	11-113	0.5
BUCKEYE DATA CENTER	0618	11-389	1.0
BUCKEYE GYMNASTICS	1517	11-561	3.0
BUCKEYE READY MIX	0619	11-329	1.0
BUNKER LANE	1607	11-573	3.0
CALHOUN	8101	11-048	12.0
CAMBRIDGE SUBDIVISION	0234	11-270	1.5
CAMPUS AT HIDDEN RAVINES	0510	11-306	3.0
CANTERBURY SEC 1&2	0814	11-403	2.5
CARDINAL SELF STORAGE	1605	11-572	2.0
CARRIAGE COVE	1310	11-499	2.5
CARTER JOINT COUNTY	8201	11-044	24.0
CHADWICK #135	1308	11-520	3.0
CHESHIRE COVE 1	0010	11-117	0.5
CHESHIRE COVE 2	0146	11-228	1.0
CHESHIRE WOOD SEC 2	1603	11-567	2.0
CHESHIRE WOODS 3-A	1423	11-544	2.0
CHESHIRE WOODS ESTATES SEC 1	0617	11-367	2.0
CHESHIRE WOODS SEC 1	0612	11-353	1.5
COLUMBUS UPGROUND RESERVOIR	1409	11-535	3.0
CONDOS AT RIVERBY	1309	11-503	4.0
CONSOLIDATED ELECTRIC	0812	11-421	2.0
COOK JOINT COUNTY	5801	11-004	45.0
COOMER #435 LAT A	0717	11-380	3.0
COOMER #435 MAIN	0716	11-379	4.0
COURTYARDS AT BRADFORD COURT	1614		2.0
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.0
COURTYARDS AT S. SECTIONLINE	1617		2.0

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COVINGTON MEADOW 1	0009	11-115	0.75
COVINGTON MEADOW 2	0118	11-251	1.0
COVINGTON MEADOW 3	0216	11-235	2.0
CRABILL	6201	11-003	50.0
CROSS CREEK 2 - A & B	0127	11-213	0.5
CROSS CREEK 3 A	0818	11-422	2.0
CROSS CREEK 3 B	0507	11-300	2.0
CRYSTAL VALLEY PH 1 & 2	0804	11-410	2.0
DARST JOINT COUNTY	7201	11-011	8.0
DEGOOD	5802	11-013	35.0
DELAWARE RUN	0319	11-294	4.0
DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	1001	11-469	3.0
DERBY GLEN FARMS	0640	11-388	2.0
DERBY GLEN FARMS SEC 2	1304	11-498	2.0
DERBY GLEN SEC 3	1518	11-580	2.0
DORNOCH ESTATES 3	0104	11-197	1.0
DORNOCH ESTATES 4	0223	11-221	1.5
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.0
DUTCHER/SCOTT	1111	11-487	3.0
EAGLE TRACE 2 & 3	0123	11-215	1.0
ELM VALLEY JFD	1315	11-502	2.0
ENCLAVE AT THE LAKES	1509	11-579	2.0
ESTATES AT CHESHIRE SEC 1	0622	11-374	2.5
ESTATES AT MEDALLION	0603	11-354	1.0
ESTATES AT SHERMAN LAKES	1201	11-488	2.5
ESTATES OF CHESHIRE SEC 2	1314	11-524	2.5
ESTATES OF GLEN OAK 1 A	0231	11-272	0.5
ESTATES OF GLEN OAK 1 B	0232	11-273	0.5
ESTATES OF GLEN OAK 2	0314	11-279	0.5
ESTATES OF GLEN OAK 3 PT A	0404	11-052	1.5
ESTATES OF GLEN OAK 3 PT B	0405	11-051	0.5
ESTATES OF GLEN OAK 4 A&B	0424	11-299	1.5
ESTATES OF GLEN OAK 5	1405	11-538	2.0
ESTATES OF RIVER RUN	1109	11-492	3.0
FAIR HAVEN	0904	11-441	2.0
FAIRWAYS AT BLUE CHURCH SEC 1	0802	11-424	2.5
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.0
FOOR CONCRETE CO	0512	11-320	1.5
FOURWINDS	0017	11-161	8.0
FROG HOLLOW	1420	11-548	6.0
GENOA FARMS 1	0145	11-217	1.0
GENOA FARMS 2	0212	11-245	1.0
GENOA FARMS 3 A & B	0229	11-258	1.0
GENOA SCHOOL	0406	11-028	0.25
GLEN OAK 1	0230	11-271	1.5
GLEN OAK 2 - A & B	0309	11-261	1.0
GLEN OAK 3 - A & B	0327	11-030	1.0
GLEN OAK 4	0608	11-325	1.0
GLEN OAK 5A	0910	11-448	3.5
GLEN OAK 5B	1112	11-486	2.0
GLEN OAK 6	0714	11-395	1.0



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GLEN OAK 7-A&B	1006	11-467	2.0
GLEN OAK 9	0722	11-415	2.5
GOLF VILLAGE NORTH COMMERCIAL DEV.	0629	11-361	0
GOODING BOULEVARD	0708	11-386	1.5
GOODWILL GENOA	1321	11-521	2.0
GRAND OAK 1	0207	11-216	0.5
GRAND OAK 2 A & B	0313	11-285	1.0
GRAND OAK CONDOMINIUMS	0206	11-254	0.75
GREEN MEADOWS 3	8701	21-055	1.5
GREEN MEADOWS BASIN	7901	11-031	1.5
GREENS AT NORTHSTAR	0909	11-454	2.0
GREYLAND ESTATES SEC 1 A&B	0713	11-414	0.5
GWINNER #262	0638	11-376	1.5
HARBOR POINTE 1	0024	11-181	1.0
HARBOR POINTE 2 - 1 & 2	0121	11-212	0.5
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HARBOR POINTE 3 - A & B	0218	11-264	2.0
HARBOR POINTE 4- A & B	0322	11-284	2.0
HARBOR POINTE 5	0407	11-042	1.0
HARDIN DITCH	8702	11-064	10.0
HARDIN TILE #267	1317	11-519	5.0
HARLEM TOWNSHIP PARK	1005	11-466	0.5
HARVEST POINT	1602	11-566	2.0
HARVEST WIND 1&2	0813	11-404	2.0
HARVEST WIND 3	9905	11-109	0.5
HARVEST WIND 4	0027	11-174	1.0
HARVEST WIND 5	0113	11-190	0.5
HARVEST WIND 6 - 1	0101	11-180	1.0
HARVEST WIND 7 - 1	0120	11-209	0.5
HARVEST WIND 7 - 2 PT. 1 & 2	0301	11-275	0.5
HATFIELD AUTOMOTIVE	1204	11-485	3.5
HEATHER GLEN	9908	11-112	1.5
HEATHERS AT GOLF VILLAGE	1524	11-582	2.0
HEISELT TRACT	0705	11-400	2.0
HERBERT - LAWRENCE	7401	11-023	10.0
HIDDEN COVE 2	0315	11-277	1.0
HIDDEN CREEK ESTATES SEC 1	0727	11-409	2.0
HIGH PARK CENTER LOT 4924	0410	11-045	2.0
HIGHLAND HILLS AT THE LAKES SEC3 PH1&2	0119	11-246	3.0
HIGHLAND HILLS LAKES 2	0033	11-192	0.5
HIGHLAND LAKES E. 04 - 2-5	0426	11-298	2.5
HIGHLAND LAKES E. 11 - 2	9906	11-110	0.5
HIGHLAND LAKES E. 11 - 4 & 5	0115	11-219	0.5
HIGHLAND LAKES E. 14 - 1	9938	11-144	0.5
HIGHLAND LAKES E. 14 - 2	9939	11-150	0.5
HIGHLAND LAKES E. 15	0324	11-018	2.0
HIGHLAND LAKES N. 03	0711	11-396	1.5
HIGHLAND LAKES N. 06 - 1	9919	11-124	1.5
HIGHLAND LAKES N. 06 - 2	0028	11-173	1.0
HIGHLAND LAKES N. 07	0032	11-191	2.0
HIGHLAND LAKES N. SEC 5-3&4	1404	11-532	2.5
HOGBACK BAY	1609	11-581	3.0
HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.0

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HORSESHOE RUN	8601	11-129	15.0
INDIAN RUN	8102	11-036	12.0
INN AT BEAR TRAIL	1601	11-571	2.0
JAIN CENTER OF CENTRAL OHIO	1104	11-465	2.5
JONES	5901	11-012	35.0
JONES 279	1205	11-496	4.5
JONES-TIMMS 516	0806	11-418	2.0
KELLER PINES	0513	11-366	1.5
KILLDEER MEADOW SEC 1 (HIDDEN CREEK)	0415	11-295	1.5
KILLDEER MEADOW SEC 2 (HIDDEN CREEK)	0425	11-315	0.75
KILLDEER MEADOWS SEC 3&4	1418	11-531	2.0
KINSALE VILLAGE	0610	11-399	2.5
KOEPEL	8302	11-038	25.0
KROGER AT OLENTANGY CROSSING	0902	11-445	2.0
LAKE SHORE	0633	11-368	2.0
LAKES AT SILVERLEAF	0311	11-286	0.5
LEWIS CENTER	5902	11-009	70.0
LIBERTY CROSSING	0803	11-425	1.5
LIBERTY LAKES 3	0004	11-159	0.5
LIBERTY TRACE	1521	11-583	2.0
LIBERTY VILLAGE SEC 1	0526	11-349	1.5
LIGHTHOUSE CENTER	0508	11-305	4.0
LITTLE BEAR VILLAGE SEC 1 A&B SEC 2	0641	11-365	1.5
LOCH LOMOND	9901	11-105	2.0
LOCH LOMOND HILLS	1312	11-551	2.5
LONDON CROSSING	1519	11-577	2.0
MANORS AT WILLOW BEND	0710	11-357	2.0
MANSARD ESTATES SEC 1 & 2	0725	11-417	2.0
MARKET AT LIBERTY CROSSING 3	0901	11-444	2.0
MARRGELLO DEV.	0529	11-334	3.0
MC FITNESS & HEALTH	1421	11-542	2.5
MCCAMMON CHASE 1 - 3	0307	11-263	0.5
MCCAMMON ESTATES	0506	11-303	1.5
MCCAMMON ESTATES SEC 2	0511	11-317	2.0
MCCAMMON ESTATES SEC 3	0606	11-328	1.75
MCCAMMON ESTATES SEC 4	0614	11-332	0.5
MCDONALDS AT CROSSING SOUTH	1318	11-527	2.0
MCNAMARA #582	0906	11-440	6.0
MCNAMARA PARK-1	1106	11-462	0.75
MEADOW AT CHESHIRE 3 - 1	9912	11-132	1.0
MEADOW AT CHESHIRE 3 - 2	9913	11-133	2.0
MEADOW AT CHESHIRE 3 - 3	0117	11-184	2.0
MEADOW AT SCIOTO RESERVE	0524	11-355	1.0
MEADOWS AT HARVEST WIND 1&2	1108	11-476	3.0
MEADOWS AT LEWIS CENTER 1-A&B	1105	11-464	2.0
MEADOWS AT LEWIS CENTER 2	1611	11-585	2.0
MEADOWS AT LEWIS CENTER NORTH	1413	11-547	2.0
MEDALLION ESTATES 08	9914	11-135	0.5
MEDALLION ESTATES 09	9921	11-157	0.5
MEDALLION ESTATES 10 - 1	0012	11-122	0.5
MEDALLION ESTATES 10 - 2	0013	11-163	1.0

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MENARDS CREEKSIDE	1203	11-511	0.75
MILEY GROUP	8301	11-050	9.0
MIRASOL SEC 1	1422	11-549	2.0
MOONEY #75	1501	11-541	10.0
NANCE FAMILY CAD	1516	11-576	2.0
NATIONALSTONE/STEEL-CRYDER	1406	11-539	0.5
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	2.5
NELSON FARMS	0801	11-423	2.0
NELSON FARMS SOUTH	1608		2.0
NEW BEGINNINGS UMC	1515	11-587	2.0
NORTH FARMS 4 & 8	1615		2.0
NORTH FARMS 6 & 11	1522	11-575	2.0
NORTH FARMS SEC 1-3-5-7	1511	11-563	2.0
NORTH ORANGE 1 - 1 & 3	0213	11-232	1.25
NORTH ORANGE 1 - 2 A & B	0401	11-029	0.5
NORTH ORANGE 2 - 2	0302	11-268	1.5
NORTH ORANGE 2 - 3 A & B	0331	11-037	1.0
NORTH ORANGE 3 - 1	0214	11-248	0.5
NORTH ORANGE 3 - 2 C	0522	11-346	1.75
NORTH ORANGE 3-PH2 PTB	1202	11-493	2.0
NORTH ORANGE SEC 1	0701	11-392	2.0
NORTH ORANGE SEC 1 PH 1 LOT 5578	0709	11-394	2.0
NORTH POINT MEADOWS 1	0305	11-281	1.75
NORTH POINT MEADOWS 2	0421	11-316	2.0
NORTH POINTE PLAZA	1604	11-569	2.0
NORTHBROOKE CORP. CENTER 2	0112	11-194	1.5
NORTHSTAR 1C1, 1C2, 2A, 3A, 3B	1402	11-543	2.0
NORTHSTAR SEC 1	0611	11-432	1.25
NORTHSTAR SEC 1 PH D	1401	11-546	2.0
NORTHWEST STORAGE	0615	11-330	2.0
NUCKLES	7001	11-010	28.0
NUCKLES #20	1003	11-459	8.0
OAK CREEK	1210	11-507	2.0
OAK CREEK E. 2	9904	11-108	1.0
OAKS AT HIGHLAND LAKES 1	0132	11-225	1.25
OAKS AT HIGHLAND LAKES 2	0201	11-226	1.25
OAKS AT HIGHLAND LAKES 3	0210	11-224	1.25
OAKS AT HIGHLAND LAKES 4	0422	11-312	1.5
OAKS AT HIGHLAND LAKES 5	0328	11-019	1.5
OAKS AT HIGHLAND LAKES 6	0423	11-311	2.5
OAKS SEC 1 A&B, SEC 2	0532	11-360	2.0
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O'BRIEN #440	1102	11-490	4.25
O'BRIEN #440-ODOT	1103	11-489	1.5
OLD HARBOR ESTATES SEC 1	1503	11-560	2.0
OLD KINGSTON	0718	11-381	5.0
OLDE STATE FARMS 1	0102	11-195	0.75
OLDE STATE FARMS 2	0420	11-301	1.0
OLDEFIELD ESTATES	0417	11-309	0.75
OLENTANGY BERLIN HS	1613	11-570	2.0
OLENTANGY CROSSING ACCESS RD.	0912	11-446	2.5
OLENTANGY CROSSING LOT 7354	0911	11-447	2.5
OLENTANGY CROSSINGS S. SEC 1	0639	11-362	1.75

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OLENTANGY CROSSINGS SEC 1, 2, 3A, 7 & LEWIS CENTER	0607	11-390	2.0
OLENTANGY CROSSINGS SEC 4	0631	11-373	1.5
OLENTANGY CROSSINGS SEC 5	0632	11-369	1.5
OLENTANGY CROSSINGS SEC 6	1303	11-505	2.5
OLENTANGY CROSSINGS SEC 7	0634	11-387	4.0
OLENTANGY ELEMENTARY SCHOOL #15	1002	11-471	3.5
OLENTANGY FALLS EAST SEC 1-5	1520	11-565	2.0
OLENTANGY FALLS SEC 1	0637	11-363	2.5
OLENTANGY FALLS SEC 2	1110	11-491	3.0
OLENTANGY FALLS SEC 3	1302	11-500	2.0
OLENTANGY LOCAL SCHOOLS BALE-KENYON RD	0907	11-442	6.0
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.75
ORANGE CENTRE DEVELOPMENT	0723	11-407	0
ORANGE CORPORATE CENTER	0916	11-456	3.0
ORANGE POINT COMMERCE PARK	1306	11-512	2.0
ORANGE TWP. FD/PARK PL. VIL.	0312	11-278	2.25
ORCHARD LAKES SEC 1-3	0427	11-297	1.5
PANERA BREAD 36/37	1411	11-553	3.0
PARK AT GREIF BROS.	0128	11-247	0
PARKSHORE 1, 2, & 4	0521	11-318	1.5
PARKSHORE 3	9907	11-111	1.0
PEACHBLOW/CONNERLANE	1209	11-508	3.5
PIATT MEADOWS 1 & 2	9910	11-137	1.0
PIATT MEADOWS 2 - 1, 2 & 3	0014	11-188	0.5
PLUMESTATES	9915	11-154	0
POLARIS SELF STORAGE	0534	11-337	2.0
POTTER	6202	11-002	25.0
PREMWOODSUBDIVISION	0905	11-457	2.0
PRESERVE AT SELDOM SEEN	0517	11-339	1.5
PRIMMER #1	0702	11-378	7.0
PRIMMER #1 LATERAL 3	0703	11-398	4.0
PRIMMER #1 NELSON LATERAL #140	0704	11-397	4.0
PRIMROSE SCHOOL	0706	11-393	1.75
PUMPHREY JOINT COUNTY	5904	11-006	20.0
RANBRIDGERAVINES	0805	11-458	2.0
RANDALL HOWISON TRI-COUNTY	5905	11-016	30.0
RATTLESNAKERIDGE	0130	11-203	0.5
RAVINES AT MCCAMMON CHASE	0712	11-413	2.5
RAVINES AT SCIOTO RESERVE	0605	11-352	2.0
RAVINES OF ALUM CREEK	0502	11-308	2.0
RCD SALES OF DELAWARE	1417	11-534	5.0
REDTAIL ESTATES	1313	11-522	3.0
RIVER ROCK FARM	1316	11-525	2.5
RIVER RUN	0724	11-405	2.0
RIVERBEND 1 - 1	9933	11-158	0.5
RIVERBEND 1 - 2	0020	11-172	1.5
RIVERBEND 2	9934	11-140	0.5
RIVERBEND 3	9935	11-152	0.5
RIVERBEND 4 - 1 & 2	0021	11-168	0
RIVERBEND SEC 2 LOT 7014	0635	11-371	2.5
RIVERBY ESTATES 2, 3, 4	0719	11-375	2.0

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RIVERS EDGE AT ALUM CREEK 1	0144	11-244	1.75
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	1.0
ROOF #397 MAIN "A"	1415	11-537	4.0
ROOF MAIN "B"	1416	11-540	3.0
S. JAYNES PARK	0815	11-433	10.0
SACKETT #328	0626	11-382	4.0
SAGE CREEK SEC 4 PH B	0601	11-358	1.5
SAGE CREEK SEC 5	1403	11-528	2.5
SANCTUARY AT THE LAKES	1311	11-504	2.0
SANCTUARY AT THE LAKES 1 LOT 7851	1525	11-578	2.5
SCIOTO HIGHLANDS 3	0222	11-238	0.5
SCIOTO HILLS BASIN	7801	21-052	6.0
SCIOTO RESERVE 01 - 3	0034	11-189	1.5
SCIOTO RESERVE 01 - 4	0125	11-207	1.0
SCIOTO RESERVE 01 - 5 & 6	0225	11-241	1.5
SCIOTO RESERVE 01 - 7 & 8	0320	11-020	1.5
SCIOTO RESERVE 02 - 1 & 2	9936	11-118	0.5
SCIOTO RESERVE 02 - 3 & 4	0110	11-185	1.0
SCIOTO RESERVE 03 - 1 & 2	0003	11-153	0.5
SCIOTO RESERVE 03 - 3 & 4	0126	11-208	1.0
SCIOTO RESERVE 03 - 5	0220	11-237	1.5
SCIOTO RESERVE 04 - 01 & 02	9937	11-119	0.75
SCIOTO RESERVE 04 - 03 & 04	0030	11-186	1.5
SCIOTO RESERVE 04 - 05 & 06	0221	11-229	1.0
SCIOTO RESERVE 04 - 07	0138	11-200	0.5
SCIOTO RESERVE 04 - 08	0204	11-240	1.5
SCIOTO RESERVE 04 - 09	0233	11-267	1.75
SCIOTO RESERVE 04 - 10	0306	11-260	1.0
SCIOTO RESERVE 04 - 11 - A & B	0329	11-017	1.75
SCIOTO RESERVE 04 - 12	0408	11-025	1.0
SCIOTO RESERVE 04 - 13	0501	11-412	2.0
SCIOTO RESERVE EXPANSION 2 A&B	0720	11-402	2.0
SCIOTO RESERVE EXPANSION SEC 1 PH A	0604	11-333	1.5
SCIOTO RESERVE EXPANSION SEC 1 PH B	0620	11-336	1.5
SCIOTO RESERVE GOLF COURSE	1410		0
SHEETS #318	0903	11-439	8.0
SHEFFIELD PARK SEC 1 A&B	0303	11-274	1.0
SHEFFIELD PARK SEC 2 PH A&B	0525	11-340	1.5
SHEFFIELD PARK SEC 3	0721	11-453	2.0
SHELLBARK RIDGE 2	0137	11-233	0.5
SHELLBARK RIDGE 4	9920	11-126	0.5
SHERBROOK 03	9805	11-103	0.5
SHERBROOK 04	9902	11-106	0
SHERBROOK 05	0001	11-143	0.75
SHERBROOK 06	0008	11-121	0.75
SHERBROOK 07	0107	11-165	0.75
SHERBROOK 08	0116	11-183	0.5
SHERBROOK 09	0133	11-223	1.0
SHERBROOK 10	0208	11-222	1.0
SHERMAN LAKES 1	0414	11-041	1.75
SHERMAN LAKES 2	0325	11-276	1.5
SHERWOOD	0105	11-164	1.5

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SHORES 12	0022	11-178	1.0
SHORES 13	0413	11-313	1.0
SLACK	5903	11-001	55.0
SLANE RIDGE	0131	11-204	2.0
SLATE CREEK	0518	11-324	2.0
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.0
SMITH #198	0627	11-377	2.0
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.0
SRI SAIBABA TEMPLE	0630	11-370	2.5
SRI SAIBABA TEMPLE PART 2	1610		2.0
ST JOHN NEWMANN CHURCH	1107	11-463	2.0
ST. GEORGE COURT	0537	11-342	1.5
STEITZ POWERS	5906	11-007	1.75
STONES THROW	0402	11-043	1.5
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SUGAR RUN	8402	11-056	7.0
SUMMERFIELD VILLAGE 1 & 2	9804	11-102	0.5
SUMMERFIELD VILLAGE 2 - 1, 2 & 3	0015	11-179	0.75
SUMMERWOOD 1	0106	11-167	1.0
SUMMERWOOD 2	0143	11-218	1.5
SUMMERWOOD EXTENSION	0535	11-341	2.0
SUMMERWOOD LAKES 3	1606	11-586	2.0
SUMMERWOOD LAKES SEC 1	0636	11-364	2.5
SUMMIT HOMES	0514	11-304	4.0
SUNBURY STORAGE	1307	11-510	3.0
SUNSET POINT	1618		2.0
SUPERKICK	0624	11-385	2.0
TALLEY	8703	11-057	12.0
TANGER OUTLETS	1508	11-526	2.0
TARGET AT WEDGEWOOD	1320	11-526	2.0
TARTAN FIELDS 08 - 11	9932	11-146	1.5
TARTAN FIELDS 12 & 13	0002	11-187	1.5
TARTAN FIELDS 14 - 18	9931	11-145	1.0
TARTAN FIELDS 20 A	0515	11-351	1.75
TARTAN FIELDS 20 B	0609	11-359	3.5
TARTAN FIELDS 21	0516	11-348	1.5
TEETS	7402	11-014	18.0
TRAILS END	1319	11-523	2.0
TWIN ACRES	0403	11-026	1.0
U.S. 23 & POWELL ROAD	0031	11-166	0.5
VET CLINIC	1101	11-470	2.0
VILLAGE AT ALUM CREEK 3	9911	11-125	0.5
VILLAGE AT ALUM CREEK 4	9926	11-139	0.5
VILLAGE AT ALUM CREEK 5	0114	11-202	0.5
VILLAGE AT ALUM CREEK 6	0224	11-239	0.5
VILLAGE AT ALUM CREEK 7	0323	11-022	0.5
VILLAGE AT BALE KENYON	0520	11-383	2.0
VILLAGE AT NORTH FALLS	0409	11-323	5.0
VILLAGE AT OAK CREEK 10- A & B	9927	11-114	1.0
VILLAGE AT OAK CREEK 11	0139	11-249	1.0
VILLAGE AT OAK CREEK 12	0330	11-024	2.0
VILLAGE AT OLENTANGY CROSSINGS PH 1&2	1419	11-529	2.0
VILLAS AT TUSSIC	1414	11-552	2.0

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VILLAS AT WALNUT GROVE	0628	11-411	2.0
VILLAS OF OLENTANGY LEWIS CENTER	1407	11-530	2.0
VINMAR FARMS SEC 1	0411	11-039	0.5
VINMAR FARMS SEC 2	0505	11-302	1.5
VINMAR FARMS SEC 3 A&B	0623	11-391	1.75
VINMAR VILLAGE 2	1616		2.0
VINMAR VILLAGE SEC 1	1502	11-550	2.0
WALDENS REVISITED	1612	11-584	2.0
WALKER WOODS 02 - 1	9803	11-101	2.0
WALKER WOODS 02 - 2	9922	11-123	2.0
WALKER WOODS 03 - 1	9802	11-100	2.0
WALKER WOODS 03 - 2	9916	11-128	12.0
WALKER WOODS 04	9923	11-136	0.5
WALKER WOODS 05	0134	11-206	1.0
WALKER WOODS 06	9903	11-107	0.5
WALKER WOODS 07 - 1	9924	11-116	1.0
WALKER WOODS 07 - 2	0018	11-176	2.0
WALKER WOODS 08	9928	11-156	1.0
WALKER WOODS 09	0025	11-175	2.0
WALKER WOODS 10 - 1	9929	11-148	1.5
WALKER WOODS 10 - 2	0019	11-198	2.5
WALKER WOODS 11	9930	11-149	4.0
WALKER WOODS 12 - 1 & 2	0026	11-182	1.5
WALKER WOODS 13	0111	11-193	1.5
WALKER WOODS 14	0135	11-205	2.5
WALNUT GROVE ESTATES SEC 1	0418	11-310	1.5
WALNUT GROVE ESTATES SEC 2	0726	11-406	1.75
WALNUT WOODS 01	0226	11-266	1.0
WALNUT WOODS 02 A & B	0332	11-040	3.0
WEDGEWOOD 10	0122	11-210	0.75
WEDGEWOOD 11	0316	11-283	1.0
WEDGEWOOD OFFICE PARK	0715	11-401	3.0
WEDGEWOOD PARK	0205	11-242	0.5
WEDGEWOOD PARK 2	0419	11-314	1.5
WEDGEWOOD PARK 2 PH C	0528	11-345	2.0
WEDGEWOOD PARK 2 PH D	0531	11-326	2.0
WEDGEWOOD PLACE 2	0227	11-269	0.75
WEDGEWOOD PLACE SEC 1	1505	11-545	2.5
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	2.0
WESTERVILLE NORTH SELF STORAGE	1206	11-497	2.5
WESTERVILLE RES. 1 & 2	0006	11-155	1.5
WHISPER TRACE	0527	11-350	1.75
WHITETAIL MEADOWS	0023	11-171	0
WILLOW BEND 1	0202	11-234	0.5
WILLOW BEND 1 - 2	0308	11-259	1.0
WILLOW BEND 3	0416	11-296	1.5
WILLOW SPRINGS N. 1	0530	11-347	1.25
WILLOW SPRINGS N. 2	0321	11-282	0.5
WILSHIRE 7 - A & B	0616	11-327	1.5
WILSHIRE ESTATES 3 - 1	0005	11-120	0.5
WILSHIRE ESTATES 3 - 2	0007	11-162	0.5

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WILSHIRE ESTATES 4	0016	11-177	0.5
WILSHIRE ESTATES 5 - 1 & 2	0109	11-201	1.0
WILSHIRE ESTATES 6 - A & B	0228	11-265	1.5
WILSON, ROSSO, LOWE	0318	11-288	2.0
WINDSONG	0509	11-321	1.0
WINGATE FARMS 1&2	1301	11-506	2.5
WOODLAND GLEN	0310	11-280	1.0
WOODLAND GLEN 2	0412	11-032	1.0
WOODLAND HALL 1	0209	11-231	7.0
WOODLAND HALL 2	0816	11-420	3.0
WOODS AT WEEPING ROCK	1504	11-559	2.5
WOODS AT WILDCAT RUN	0602	11-416	2.5
WOODS OF DORNOCH 2	0103	11-196	5.0
WOODS OF DORNOCH 3	0211	11-236	0.5
WOODS OF DORNOCH 4	0503	11-307	0.5
WOODS OF MEDALLION	1004	11-468	2.5
WOODS ON SELDOM SEEN 3 - 1	0108	11-211	0.5
WOODS ON SELDOM SEEN 3 - 2	0203	11-243	1.5
ZIMMERMAN	0317	11-287	1.5

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

**12**

**RESOLUTION NO. 17-254**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U17-024	Charter Communications	Home Road	Place cable in ROW
U17-025	Columbia Gas	Cheshire Woods 3B	Install gas main
U17-026	Fibertech	Green Meadows Dr	Install ducts & new handhole
U17-027	Columbia Gas	Brookview Manor Sec. 3	Install gas main
U17-028	Frontier	S. Old State Road	Relocate facilities
U17-029	AT&T	Bradford Ct.	Road bore

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

**13**

**RESOLUTION NO. 17-255**

**IN THE MATTER OF APPROVING THE CONTRACT AND ADDENDUM FOR THE PURCHASE OF PHOTOCOPIER RENTAL AND SUPPORT SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MT BUSINESS TECHNOLOGIES:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract and addendum;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract and addendum:

**CONTRACT for the PURCHASE OF**



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PHOTOCOPIER RENTAL AND SUPPORT SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
MT BUSINESS TECHNOLOGIES

This Contract is entered into this 13<sup>th</sup> day of March, 2017 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and MT Business Technologies, Inc. (hereinafter, "PROVIDER") whose address is 1150 National Parkway, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides photocopier rental and support services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for photocopier rental and support services using the following funding streams:

Shared Administration Funds; and,

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Photocopier Rental and Support Services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS. Services to be provided, the budget, and forms to be used for such Services are respectively described in detail and/or set forth in:

Appendix A— Provider's Agreement

Provider's completed RFQ 01-CY17 Quote Form

TERM

This Agreement shall be effective April 1, 2017 through October 31, 2020.

2. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

Appendix A- Provider's Agreement

The parties agree that if any provision of this contract conflicts with Appendix A-Provider's Agreement, this contract shall take precedence over Provider's agreement.

Provider's Completed RFQ# 01-CY17 Quote Form

*(#3 not utilized)*

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

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If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

**B. MAXIMUM PAYMENT:**

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Twenty-Five Thousand Dollars and No Cents (\$ 25,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

**5. AWARD INFORMATION**

CFDA Title and Number: Medicaid 93.778  
Award Name: Medical Assistance Program  
Name of Federal Agency: U.S. Department of Health and Human Services  
Program Authorizing Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223; Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99 509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208,104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554; Public Law 108-27; Public Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law 110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31; Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148; Public Law 111-150; Public Law 111-150; Public Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law 112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96, Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law 113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558  
Award Name: Temporary Assistance for Needy Families  
TANF Purpose:  
Name of Federal Agency: U.S. Department of Health and Human Services  
Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

CFDA Title and Number: Social Services Block Grant 93.667  
Award Name: Title XX  
Name of Federal Agency: U.S. Department of Health and Human Services  
Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561  
Award Name: Supplemental Nutrition Assistance Program  
Name of Federal Agency: U.S. Department of Agriculture  
Program Authorizing Legislation: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014.

**6. LIMITATION OF SOURCE OF FUNDS**

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

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**7. DUPLICATE BILLING/OVERPAYMENT**

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

**8. INFORMATION REQUIREMENTS**

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

**9. AVAILABILITY AND RETENTION OF RECORDS**

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, 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 performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**10. INDEPENDENT FINANCIAL RECORDS**

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**11. SERVICE DELIVERY RECORDS**

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS**

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

*(#13 not utilized)*

**14. INDEPENDENT CONTRACTORS**

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The

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PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

**16. INDEMNIFICATION**

PROVIDER shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (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 the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER 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. PROVIDER 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 to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.

C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, 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 the contracted parties performance of this Contractor their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

**17. INSURANCE**

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

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

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Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

#### 18. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

#### 19. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

#### 20. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

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**21. TERMINATION****A. TERMINATION FOR THE CONVENIENCE:**

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. BREACH OR DEFAULT:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days 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 contract 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, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. 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 contract and such failure(s) is (are) waived by the other Parties, 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.

**D. LOSS OF FUNDING:**

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

**22. SAFEGUARDING OF CLIENT**

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

**23. CIVIL RIGHTS**

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**24. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED**

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**25. FAIR HEARING**

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

**26. DRUG-FREE WORKPLACE**

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives,

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volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**27. 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 a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The 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 DCDJFS from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

**28. FINDINGS FOR RECOVERY**

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

**29. ASSURANCES AND CERTIFICATIONS**

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

All reports, brochures, literature and pamphlets developed through the Contract will acknowledge DCDJFS and its role as the funding source for activities and programs of PROVIDER.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

All fixed assets purchased with funds provided through this Contract remain the property of the BOARD. Upon termination of the Contract, PROVIDER may be asked to return equipment and other fixed assets to Board or DCDJFS.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

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By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D.

1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.O 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

### 30. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER:	Delaware County Job and Family Services
Craig Iceman	David S. Dombrosky
Sales Manager	Director
MT Business Technologies, Inc.	Delaware County Job and Family Services
1150 National Parkway	140 N. Sandusky St., 2" Floor
Mansfield, Ohio 44906	Delaware, Ohio 43015

### 31. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

### 32. GOVERNING LAW

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

### 33. SEVERABILITY

If any item, condition, portion, or section of this contract 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 contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

### 34. ENTIRE AGREEMENT



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This contract, along with all of its attachments, 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.

**35. SIGNATURES**

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

**36. EFFECT OF SIGNATURE**

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

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.  
SIGNATURES OF PARTIES:

**ADDENDUM TO THE CONTRACT FOR THE PURCHASE OF  
PHOTOCOPIER RENTAL AND SUPPORT SERVICES**

This shall serve as an addendum to the Contract for the Purchase of Photocopier Rental and Support Services ("Contract") entered into between the Delaware County Board of County Commissioners, on behalf of the Delaware County Department of Job and Family Services, and MT Business Technologies ("Provider") on the 13<sup>th</sup> day of March 2017.

The Contract was procured through the competitive bidding process. Provider desires to include its standard two-page "Total Print Management Agreement" as part of the Contract. The Parties hereby agree to include the "Total Print Management Agreement" as part of this Contract under the following agreement:

- Any language, term, or clause in the "Total Print Management Agreement" that conflicts with or contradicts any other part of the Contract is hereby void. The language in the remainder of the Contract expressly supersedes all conflicting language in Provider's two-page "Total Print Management Agreement."

Furthermore, be it resolved that the Board of Commissioners approve a Purchase Order request in the amount \$17,000.00 (22411605-5325)

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

**14**

**RESOLUTION NO. 17-256**

**IN THE MATTER OF APPROVING TITLE IV-D CONTRACT BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY PROSECUTOR'S OFFICE:**

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contract:

**Ohio Department of Job and Family Services  
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

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1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2017 through 12/31/2017, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under ORCode Section 2912.21.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$94.47 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$61,406.22

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$20,878.11	Local Sources
FFP Reimbursement	\$40,528.11	
<b>Total IV-D Contract Cost</b>	<b>\$61,406.22</b>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

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- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
  
- 9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
 

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
  
- 10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
  
- 11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
  
- 12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
  
- 13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
  
- 14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
  
- 15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
  
- 16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
  
- 17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
  
- 18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

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- 19. Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 20. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 22. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. Termination:** This IV-D Contract may be terminated:
- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

**15**

**RESOLUTION NO. 17-257**

**IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT BETWEEN DEBRA LOUISE BENJAMIN AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE LIBERTY-SAWMILL SANITARY SEWER IMPROVEMENTS:**

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

Whereas, the Sanitary Engineer recommends approval of an easement agreement for the parcel at 6420 Liberty Road with Debra Louise Benjamin 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 agreement with Debra Louise Benjamin as follows:

**EASEMENT AGREEMENT**

**THIS AGREEMENT** made at Delaware, Ohio, this 13th day of March, 2017, by and between Debra Louise Benjamin, SELLER, and the Delaware County Commissioners, BUYER;

**WITNESSETH:**

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for Easements over, under, and across the real estate described on attached Exhibits A and B.

The purchase price of said Easements is Forty Thousand dollars and Zero cents (\$40,000.00) upon the execution of the Deeds of Easement. BUYER also agrees to provide one (1) sanitary tap credit for SELLER’s existing residential home at 6420 Liberty Road, Powell, Ohio, 43065, to connect SELLER’s existing home at 6420 Liberty Road to the new sewer main promptly after the new sewer main is available, to abandon the existing septic/leach field for 6420 Liberty Road, to provide one (1) sanitary tap credit for a future home on the SELLER’s property, to allow a driveway to be installed over said easements, to undertake good faith efforts to minimize the number of trees removed along the southern boundary of the SELLER’s property, and to replace the existing wooden fence on the SELLER’s property where it is removed for BUYER’s use of said Easements. SELLER acknowledges that SELLER is required to pay sewer usage fees following connection of the home at 6420 Liberty Road to the sewer main. SELLER acknowledges that the purchase price stated herein constitutes full just compensation for the acquisition of the Easements 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 the execution of this agreement, at which time the SELLER will execute and deliver to the BUYER the attached Deeds 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.

Furthermore, be it resolved that the Board of Commissioners approve a Purchase Order and Voucher to Debra L Benjamin in the amount of \$40,000.00 from 66711908-5402.

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

**16**

**RESOLUTION NO. 17-258**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR VILLAGE AT OLENTANGY CROSSING PHASE 4:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 Village at Olentangy Crossing Phase 4.

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

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 13th day of March 2017, by and between **OLENTANGY CROSSING LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **VILLAGE AT OLENTANGY CROSSING PHASE 4** Subdivision Plat or Sewer Easement(s) Recorded on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”)

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shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **VILLAGE AT OLENTANGY CROSSING PHASE 4**, dated 7/7/2016, and approved by the County on 8/18/2016, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are 36 single family residential equivalent connections approved with this Agreement. 24 of said units were approved with the Phase 3 Subdivider's Agreement and will be connected with this phase. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sewer Easement(s) is recorded. If the final Subdivision Plat or Sewer Easement(s) is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **THE VILLAGE AT OLENTANGY CROSSING PHASE 4 (\$451.76.)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$1032.59** estimated to be necessary to pay the cost of inspection for **THE VILLAGE AT OLENTANGY CROSSING PHASE 4** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **THE VILLAGE AT OLENTANGY CROSSING PHASE 4** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the

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Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

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

**SECTION VI: EASEMENTS**

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

**SECTION VII: COMPLETION OF CONSTRUCTION**

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

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

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

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

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

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

**SECTION VIII: SIGNATURES**

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

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

**17  
RESOLUTION NO. 17-259**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR OLD HARBOR ESTATES SECTION 2 AND SCIOTO RIDGE CROSSING SECTION 1:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans 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 Old Harbor Estates Section 2 and Scioto Ridge Crossing Section 1 for submittal to the Ohio EPA for their approval.

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

**18  
RESOLUTION NO. 17-260**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR REGIONAL SEWER DISTRICT CONSTRUCTION INSPECTION SERVICES DURING 2017:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Quality Control Inspection, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Quality Control Inspection, Inc.;

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order with Quality Control Inspection, Inc. in the amount of \$49,900.00 from org key 66211902-5301.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 13th day of March, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Quality Control Inspection, Inc. (QCI) (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Construction Inspection (2017)
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Refer to attached Exhibits “A” and “B”

**2 SUPERVISION OF WORK**

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

**3 AGREEMENT AND MODIFICATIONS**

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



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**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be: Refer to Exhibit "B".
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed: Refer to Exhibit "B".
- 4.4 Total compensation under this Agreement shall not exceed \$49,900.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office  
Attn: Matthew J. Lambert  
Address: 50 Channing Street, Delaware, Ohio 43015  
Telephone: (740)-833-2240  
Email: mlambert@co.delaware.oh.us

Consultant:

Name of Project Manager in Charge: Mark Pace, Director of Business Development  
Address of Firm: 2800 Corporate Exchange Drive  
City, State, Zip: Columbus, Ohio 43231  
Telephone: 614-898-9800  
Email: mpace@qcigroup.com

**6 PAYMENT**

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

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work no later than December 31, 2017.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 Please refer to Exhibit A, Article III, Section 1.e of this QCI contract number 42-17-004.

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- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

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

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

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

**10 OWNERSHIP**

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

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

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

**12 INDEMNIFICATION**

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

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13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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

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

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

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

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

14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

**19**

**RESOLUTION NO. 17-261**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH H.R. GRAY & ASSOCIATES, INC. FOR GENERAL SERVICES:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with H.R. Gray & Associates, Inc. to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with H.R. Gray & Associates, Inc.:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 13th day of March, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and H.R. Gray & Associates, Inc. (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide General Services (“Services”) as described in the attached Scope of Services.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
  - Exhibit A – Scope of Services (February 27, 2017)
  - Exhibit B – Fee Proposal (February 27, 2017)
  - Exhibit C – Schedule (February 27, 2017)
  - Exhibit D – Rate Schedule (February 27, 2107)

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**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be *Eighteen Thousand, Nine Hundred Fifty-Nine Dollars and Thirty-Six Cents (\$18,959.36)*.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed *Thirty-One Thousand, Forty Dollars and Sixty-Four Cents (\$31,040.64)*.
- 4.4 Total compensation under this Agreement shall not exceed *Fifty Thousand Dollars (\$50,000.00)* without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Tiffany Maag, P.E.  
Address: 50 Channing Street, Delaware, Ohio 43015  
Telephone: 740-833-2240  
Email: tmaag@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kristen Braden  
Address of Firm: 3770 Ridge Mill Drive  
City, State, Zip: Columbus, Ohio 43026  
Telephone: (614) 487-1335  
Email: kbraden@hrgray.com

**6 PAYMENT**

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

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

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7.1 The Consultant shall commence services upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the services no later than 4 months from Notice to Proceed as outlined in attached schedule on Exhibit C.

7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate services, as ordered by the County.

8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for services performed after the date of termination.

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

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

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

**10 OWNERSHIP**

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

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

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

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

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

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- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of services 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 services to which the Agreement relates.

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

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

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

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

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

**20**

**RESOLUTION NO. 17-262**

**IN THE MANNER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of



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Commissioners, County of Delaware, State of Ohio as follows:

That the Delaware County Board of Commissioners hereby authorizes the use of the Delaware County Former Jail/Law Library building (east entrance) for the Northwest Neighborhood Association Ghost Walk, Saturday, October 7, 2017 from 5:30 p.m. to 9:30 p.m., with more than thirty (30) participants at no fee.

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

**21**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

-Attended a meeting last week concerning 5G network connectivity in Delaware County with Bob Lamb

**22**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-Attended a viewing of the Dublin DEC last week

-Attended a MORPC meeting last week

-The Finance Authority is tomorrow evening

-State of the County presentation will be this Thursday at SourcePoint

-Received an email concerning Chief Wilson from BST&G fire district for the May 6<sup>th</sup> fundraiser

Commissioner Lewis

-Spoke with Director Sean Miller concerning the switch of emergency notification services. A reminder that you will need to sign up for the new service.

Commissioner Benton

-Viewed the DEC (Dublin Entrepreneur Center) last week. That is a comprehensive support center for starting businesses

-The Competitive Advantage Project survey has now closed. The survey received 317 responses.

-Attended the Powell Chamber luncheon. The County received a ten year award for support. Bob Lamb also spoke at the event

-The Health District will hold their annual meeting tomorrow night

-Bret Bacon from our Soil & Water Conservation District received a 2017 Outstanding District Conservation Award last Wednesday

-Judge Hejmanowski joined the Board of Trustees for the Bar Association

**23**

**RESOLUTION NO. 17-263**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION; COMPENSATION OF PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

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

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

**RESOLUTION NO. 17-264**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:50 AM.

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

There being no further business, the meeting adjourned.

**10:30AM Work Session**

**Patrick Brandt, Director of Emergency Communications**

**-Updates on the 911 Center**

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners