

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

6**RESOLUTION NO. 17-717**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE/PROBATE COURT AND THEMIS TRACKING SERVICES, LLC FOR GPS MONITORING AND REPORTING:

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

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommends approving the contract:

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract between the Delaware County Board of Commissioners; The Delaware County Juvenile/Probate Court and Themis Tracking Services, LLC for GPS monitoring and tracking:

AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES

This Agreement (“Agreement”) is made and entered into this 10th day of July, 2017 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “Customer”), and Themis Tracking Services, LLC (“Provider”), a certified distributor for Secure Alert, Inc., a Utah corporation, whose principal place of business is located at 2703 Vestry Avenue, Cleveland, Ohio 44113, (individually “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

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

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

STATEMENT OF THE AGREEMENT

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

1. **PURPOSE:** The purpose of this Agreement is to state the terms, covenants, and conditions under which the Provider will provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS.
2. **TERM:** The term of this Agreement shall be inclusive of July 1, 2017 and continue through June 30, 2018.
3. **RENEWAL:** Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
4. **CONTINUED POSSESSION OF EQUIPMENT:** Continued possession of the Equipment by the Customer past the end of the term or any renewal of this Agreement shall obligate the Customer to payment of additional monthly rental payments for the Equipment as set forth in Schedule A until such time as the Equipment is returned to the Provider.
5. **SCOPE OF SERVICES:** The Provider shall provide/render Equipment, Monitoring, and Other Services to the Customer as follows:
 - A. The Provider shall provide/render to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS as specified in Schedule A.
 - B. The Provider shall provide/render to the Customer the straps and cuffs identified in Schedule B.
 - C. If the Customer elects insurance coverage, the Provider shall provide/render to the Customer the insurance coverage identified in Schedule C.
6. **COMPENSATION:** In exchange for providing the Equipment, Monitoring, and Other Services, the Customer shall compensate the Provider at the rates set forth in Schedule A. The Provider will bill the Customer on a monthly billing cycle.
7. **INVOICE:** After the Equipment, Monitoring, and Other Services have been provided/rendered, the Provider shall provide the Court with a proper detailed invoice. A proper invoice is defined as being free from

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:

- The Provider's full name, address, telephone number, email address, and facsimile number;
- Name of a contact person with the Provider in charge of billing, including a telephone number and email address for such contact person;
- The Provider's federal employer identification number and/or a completed federal W-9 form;
- Court's full name and address;
- If applicable, purchase order number authorizing the purchase of the Equipment, Monitoring, and Other Services;
- Billing period;
- Detail as applicable, including, but not limited to, description of the Equipment, Monitoring, and Other Services provided/rendered, dates of when the Equipment, Monitoring, and Other Services were provided/rendered, and rates and quantities/hours spent providing/rendering the Equipment, Monitoring, and Other Services;
- Total cost of Equipment, Monitoring, and Other Services provided on the invoice.

The Provider shall submit invoices to the Court as follows:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

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

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

8. **MAXIMUM PAYMENT:** The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of Forty-Eight Thousand Dollars and No Cents (\$48,000.00) or (2) the amount of actual Equipment, Monitoring, and Other Services rendered to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider under this Agreement exceed the maximum of Forty-Eight Thousand Dollars and No Cents (\$48,000.00).
9. **TAXES:** The Customer is a political subdivision and tax exempt. The Provider therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Equipment, Monitoring, and Other Services that the Provider provides/renderers to the Customer pursuant to this Agreement. Proof of such tax status shall be provided to the Provider by the Customer upon request.
10. **RATE CHANGES:** The Customer shall be provided written notice at least thirty (30) days in advance of any changes of rate(s) included in this Agreement. Such notice shall be sent to the Customer via certified U.S. Mail, return receipt.

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

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

11. **OWNERSHIP:** Neither the Customer, nor the Offender, is the owner of the Equipment nor has title to the Equipment. Neither the Customer, nor Offender, may sell, transfer, or assign, the Equipment, without the express prior written permission of the Provider. Neither the Customer, nor the Offender, may attempt to alter or otherwise tamper with the Equipment. The Customer agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever and agrees to give the Provider immediate notice if any legal process or lien is asserted or made against the Equipment.
12. **DAMAGE TO OR LOSS OF EQUIPMENT:** The Customer is responsible for any and all loss or damage to or theft of the Equipment. Normal wear and tear is expected. Damage for purposes of this Section includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or function at all, but excludes normal wear and tear. If the Equipment is damaged, lost or stolen while in the Customers possession, the Customer agrees to pay the Provider the full cost to repair or replace such Equipment based on the rates set forth in Schedule A. The determination of

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

whether the Equipment must be repaired or replaced shall be made by mutual agreement of the Provider and the Provider's manufacturers. The Customer will be provided a detailed evaluation as to the findings of the condition of the Equipment and actions taken on any Equipment either repaired or replaced.

- 13. NON-DISCLOSURE OF PROPRIETARY INFORMATION:** The Customer acknowledges that it may obtain or have access to confidential and proprietary information of the Provider that is the sole and exclusive property of the Provider or other entities or persons affiliated with the Provider in connection with the provision of the Equipment, Monitoring, and Other Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Except as otherwise required by law, the Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement, and to protect it with at least the same level of protection that the Customer affords its own confidential and proprietary information. Without limiting the foregoing, the Customer expressly agrees, except as otherwise required by law, that the Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of the Provider. If the Customer is required by public records laws, other applicable law or regulation, or by legal process to disclose any Proprietary Information, the Customer agrees that it shall provide the Provider with reasonable prior written notice of such request to enable the Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, the Customer shall, except as otherwise required by law, at the request of the Provider, either destroy or promptly deliver to the Provider all Proprietary Information, including all documents or other media containing Proprietary Information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of the Customer, and the Customer shall certify to the Provider that the Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section shall survive the expiration or termination of this Agreement.
- 14. WARRANTY: EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** The Customer's sole remedy against the Provider for any failure whatsoever relating in any way to the use of the Equipment, Monitoring, and Other Services shall be limited to the replacement of the Equipment if applicable; provided that any such failure of Equipment, Monitoring, and Other Services was not caused by any act or omission on the part of the Customer. The Provider agrees to transfer to the Customer, to the extent permitted by law or applicable contracts, any warranties made to the Provider by a manufacturer or vendor of the Equipment.
- 15. INDEPENDENT CONTRACTOR:** The Provider agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

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

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

- 16. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS:** The Court, the Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If The Provider is an individual or has less than five (5) employees, the Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit 1 and by this reference is incorporated as a part of this Agreement. The Court shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Todd Belak
Vice President/CFO
Themis Tracking Services, LLC

- 17. PROVIDER RESPONSIBLE FOR ITS OWN ACTIONS:** The Provider agrees hold the Customer harmless and to be and shall be individually and solely responsible for its own negligence, actions, inactions,

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

and/or omissions and/or the negligence, actions, inactions, and/or omissions of its board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

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

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

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

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

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

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

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

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

- 20. WORKERS COMPENSATION INSURANCE:** The Provider shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. The Provider shall be responsible for any and all premiums for such policy(ies). The Provider shall provide to the Court copies of such policies upon request.

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

22. ACKNOWLEDGEMENTS AND DISCLAIMER: The Customer agrees with the following:

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

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

24. TERMINATION: This Agreement may be terminated as follows:

A. Termination for Convenience:

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

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

B. Breach or Default:

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

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

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

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

C. Bankruptcy:

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

D. Waiver:

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the Customer, any waiver shall be approved by the Court.

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

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

25. **ASSIGNMENT:** The Provider may at any time, with prior written notification to the Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or the Provider's ownership of the Equipment. The Parties agree that in the event of such sale, assignment, or transfer that the assignee or buyer shall assume all rights, benefits and obligations of the Provider under this Agreement and that such sale, assignment, or transfer shall not change the duties or obligations of the Parties under this Agreement.
26. **SUBCONTRACTING:** The Provider may, with prior written notification to the Customer, subcontract any portion of this Agreement. If any portion of this Agreement is subcontracted, the Provider shall continue to act as the prime contractor for the entire Agreement, including the subcontracted portion, and shall continue to assume full responsibility for the performance of the Agreement, including the subcontracted portion. The Provider will remain the sole point of contact and shall be ultimately responsible for the performance of the entire Agreement, including the subcontracted portion.
27. **CIVIL RIGHTS/NON-DISCRIMINATION:** All contracts with Delaware County, Ohio must contain and all contractors with Delaware County, Ohio must agree to enter a contract containing language similar to that contained in R.C. § 125.111, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for any purchase shall contain provisions similar to those required by R.C. § 153.59 in the case of construction contracts by which the contractor agrees to both of the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- B. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. § 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

By signature attached to Exhibit 2 (Non-Discrimination/Equal Opportunity/Civil Rights), by this reference made a part of and incorporated within this Agreement, the Provider certifies that it currently does and shall for the term of this Agreement comply with all of the above requirements, any and all applicable federal, state, and local laws regarding non-discrimination, equal opportunity employment, and civil rights and any applicable County policies and will not in any way discriminate.

28. **ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:** The Provider shall make all Equipment, Monitoring, and/or Other Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Provider shall comply with any and all federal, state, and local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.
29. **DRUG FREE ENVIRONMENT:** The Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Provider shall make a good faith effort to ensure that all of its and any of its

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- 30. ACCESS TO RECORDS:** Upon a showing of reasonable cause, during regular business hours, with reasonable notice of at least 5 business days, and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, the Provider shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, writings, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). The Customer and the above named parties shall be permitted by the Provider to inspect, audit, make excerpts, photocopies and/or transcripts of any and all Records.
- 31. RETENTION OF RECORDS:** The Provider, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action is initiated during the term of this Agreement, the Provider shall retain and maintain, and assure that all of its subcontractors retain and maintain, such Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
- 32. CAMPAIGN FINANCE – COMPLAINT WITH R.C. § 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of R.C. § 3517.13. The Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit 3 and by this reference is incorporated into and made a part of this Agreement.
- 33. CERTIFICATION REGARDING FINDINGS FOR RECOVERY:** The Provider hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.
- _____
Todd Belak
Vice President/CFO
Themis Tracking Services, LLC
- 34. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:** The Provider hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
- _____
Todd Belak
Vice President/CFO
Themis Tracking Services, LLC
- 35. COMPETITIVE BIDDING NOT REQUIRED:** Consistent with, including, but not limited to, R.C. § 307.86 and the requirements of such statute, this Agreement is not required to be competitively bid. The Court does not desire to competitively bid this contract.
- 36. DRAFTING:** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 37. CONFLICT OF INTEREST:** The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.
- 38. WAIVER:** The Parties acknowledge and agree that any delay or failure by either Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.
- 39. 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.

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

- 40. **BENEFIT OF CONTRACT:** This Agreement is intended for the exclusive benefit of the Provider, the Customer, and their respective permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
- 41. **PRONOUNS:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to which reference is made may require.
- 42. **SEVERABILITY:** The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
- 43. **HEADINGS:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
- 44. **NOTICES:** All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via email or facsimile, confirmation of receipt, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

Customer:

Karen Wadkins
 Fiscal Coordinator
 Delaware County, Ohio
 Juvenile Court
 140 North Sandusky Street, Ground Floor
 Delaware, Ohio 43105

Email: kwadkins@co.delaware.oh.us

Fax: (740) 833-2599

Provider:

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

Email: toddbelak@sbcglobal.net

Fax: (216) 357-3357

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

Schedules:

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

Exhibits:

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

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

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

- 48. **COUNTERPARTS:** This Agreement may be executed in counterparts.

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

RESOLUTION NO. 17-718

IN THE MATTER OF ACCEPTING THE AWARD OF THE DEPARTMENT OF YOUTH SERVICES FOR HOUSE BILL 153 FUNDING FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Department of Youth Services House Bill 153 award (the “Grant”); and

WHEREAS; House Bill 153 funding is to be used for the enhancement of court programs. It is the Court’s intention to use these funds to enhance supervision probation services that meet the requirements of behavioral change programming, implement a new county program that meets the requirements of behavioral change programming, and improve staff and/or systemic efficiencies. The Court will be sending staff to the August Training Institute at the University of Cincinnati Corrections Institute. The Court also requested the probation and intake staff to be trained on the Carey Guides. The Carey Guides were developed based upon the research on cognitive behavioral interventions, social learning theory, effective risk reduction strategies, and the specific subject matter of the guides which includes: antisocial thinking, antisocial associates, problem solving, motivation, impulse control, female offenders, substance abuse, case management, etc. The Carey Guides are designed to guide an officer’s interaction with a youth under the Court’s supervision to create behavioral change; and

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

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

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

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

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

Grant #	HB 153
Source:	Department of Youth Services
Grant Period:	07/01/2017 – 06/30/2018
Grant Amount:	\$24,098.00
Local Cash Match:	<u>\$00.00</u>
Total Grant Amount:	\$24,098.00

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

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

**8
RESOLUTION NO. 17-719**

IN THE MATTER OF ACCEPTING THE AWARD OF THE DEPARTMENT OF YOUTH SERVICES RECLAIM FUNDING FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Department of Youth Services RECLAIM award (the “Grant”); and

WHEREAS; The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. This recent proposal required the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures to be implemented. This funding will support ten court programs, which employ ten full time staff and five part time staff. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court; and

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

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

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

Court Administrator Stenman as the designated official;

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

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

Grant # DYS - RECLAIM
Source: Department of Youth Services
Grant Period: 07/01/2017 – 06/30/2018

Grant Amount (RECLAIM):\$369,777.21
Grant Amount (BASE): \$245,357.00
Local Cash Match: \$0.00
Total Grant Amount: \$615,134.21

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

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

9
RESOLUTION NO. 17-720

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR FOURWINDS DRIVE SECTION 1; THE HEATHERS AT GOLF VILLAGE SECTION 3, PHASE B; HOMESTEAD ACRES LOT 364, DIVISION #1; AND CLARKSHAW MOORS SECTION 1:

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

Fourwinds Drive Section 1

Whereas, Brookdoc Investments, LLC has submitted the Plat of Subdivision (“Plat”) for Fourwinds Drive Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 31, 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 June 1, 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 June 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 June 6, 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 June 30, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Fourwinds Drive Section 1

Fourwinds Drive Section 1:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lots 3 and 4, Section 2. Township 4, Range 17, United States Military Lands, Being 29.560 Acres of Land all out of that 114.696 Acre Tract Conveyed to Brookdoc Investments, LLC, an Ohio Limited Liability Company by Deed of Record in Official Record 1025, Page 389, Being of Record in the Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

The Heatherers at Golf Village Section 3, Phase B

Whereas, Pulte Homes of Ohio, LLC has submitted the Plat of Subdivision (“Plat”) for The Heatherers at Golf Village Section 3, Phase B, 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 May 18, 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 May 18, 2017; and

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

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 May 22, 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 May 26, 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 June 30, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Heathers at Golf Village Section 3, Phase B

The Heathers at Golf Village Section 3, Phase B

Situated in the State of Ohio, County of Delaware, Township of Liberty, and in Farm Lots 23 (4.199 Acres) and C (0.02 Acres), Quarter Township 2, Township 3, Range 19, United States Military Lands, Containing 4.220 Acres of Land, More or Less, said 4.220 Acres Being a Part of that Tract of Land Conveyed to Pulte Homes of Ohio LLC by Deed of Record in Official Record, 1463, Page 2723, Recorder's Office, Delaware County, Ohio. Cost: \$42.

Homestead Acres Lot 364, Division #1

Whereas, James A. and Arlene Gregory, Trustees, have submitted the Plat of Subdivision ("Plat") for Homestead Acres Lot 364, Division #1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Delaware Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 22, 2017; and

Whereas, Delaware General Health District has reviewed said Plat and Plans for conformation with their regulations and approved said Plat on May 23, 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 May 24, 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 May 30, 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 June 2, 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 June 30, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Homestead Acres Lot 364, Division #1.

Homestead Acres Lot 364, Division #1

Situated in the Township of Delaware, County of Delaware, State of Ohio and Being Lot 364, Homestead Acres. Being a Subdivision of 5.034 Acres, Being All of Lot 364, as Delineated in Plat Book 5, Page 115 in the Delaware County Recorder's Office, Conveyed to James A. and Arlene Gregory, Trustees in Official Records Volume 25, Page 2536 in the Delaware County Recorder's Office. Cost: \$6.00

Clarkshaw Moors Section 1

Whereas, M/I Homes of Central Ohio LLC, has submitted the Plat of Subdivision ("Plat") for Clarkshaw Moors Section 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 1, 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 May 31, 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 June 1, 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 June 2, 2017; and

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

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 June 30, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Clarkshaw Moors Section 1.

Clarkshaw Moors Section 1

Situated in the State of Ohio, County of Delaware, Township of Concord, Being in Farm Lots 31 & 34, Section 3, Township 4, Range 19, United States Military Lands, Containing 20.768 Acres Said 20.768 Acres Being all of a 20.768 Acre Tracts as Conveyed to M/I Homes of Central Ohio LLC of Record in Official Record 1464, Page 1762, Delaware County Recorder's Office. Cost: \$138.

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

10

RESOLUTION NO. 17-721

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR THE GLADE AT HIGHLAND LAKES SECTION 2; THE MEADOWS AT HOME ROAD; FOURWINDS DRIVE AND SUMMIT DRIVE SECTION 1; FOURWINDS DRIVE AND SUMMIT DRIVE SECTION 2; AND ROADWAY IMPROVEMENTS FOR FOURWINDS DRIVE AND SUMMIT DRIVE SECTION 2 – N. 3B'S & K CULVERT REPLACEMENT:

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

The Glade at Highland Lakes Section 2:

OWNER'S AGREEMENT
PROJECT NUMBER: 7030

THIS AGREEMENT, executed on this 10th day of July, 2017 between **THE GLADE AT HIGHLAND LAKES, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE GLADE AT HIGHLAND LAKES SECTION**, further identified as Project Number 7030, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-SEVEN THOUSAND DOLLARS (\$47,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$698,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 69,800
INSPECTION FEE DEPOSIT	\$ 47,000

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For The Glade at Highland Lakes Section 2.

The Meadows at Home Road

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 2017 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **CV REAL PROPERTY**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **THE MEADOWS AT HOME ROAD** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$36,400)**, made payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than October 1, 2017**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For The Meadows at Home Road.

Fourwinds Drie and Summit Drive Section 1

OWNER'S AGREEMENT
PROJECT NUMBER: 6016

THIS AGREEMENT, executed on this 10th day of July, 2017 between **BROOKDOC INVESTMENTS, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Fourwinds Drive and Summit Drive Section 1**, further identified as Project Number 6016 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-ONE THOUSAND DOLLARS (\$31,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$781,866
CONSTRUCTION BOND AMOUNT	\$781,866
MAINTENANCE BOND AMOUNT	\$ 78,200
INSPECTION FEE DEPOSIT	\$ 31,000

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Fourwinds Drive and Summit Drive Section 1.

Fourwinds Drive and Summit Drive Section 2

OWNER'S AGREEMENT

PROJECT NUMBER: 7029

THIS AGREEMENT, executed on this 10th day of July, 2017 between **BROOKDOC INVESTMENTS, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Fourwinds Drive and Summit Drive Section 2**, further identified as Project Number 7029 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-ONE THOUSAND DOLLARS (\$51,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,283,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 128,400
INSPECTION FEE DEPOSIT	\$ 51,000

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Fourwinds Drive and Summit Drive Section 2

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

Roadway Improvements for Fourwinds Drive and Summit Drive Section 2 – N. 3B’s & K Culvert Replacement

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 2017 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **BROOKDOC INVESTMENTS, LLC**, as evidenced by the Engineering and Construction Plan for **ROADWAY IMPROVEMENTS FOR FOURWINDS DRIVE AND SUMMIT DRIVE SECTION 2 – N. 3B’S & K CULVERT REPLACEMENT**, which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations to wit:

- 1) **THE OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) **THE OWNER** shall pay the entire cost and expenses of said improvements.
- 3) **THE OWNER** shall provide an irrevocable letter of credit or other approved financial warranty in the amount of **EIGHT THOUSAND THREE HUNDRED DOLLARS (\$8,300)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released upon completion of the work to the satisfaction of the **COUNTY**.
- 4) **THE OWNER** has deposited inspection fees in the amount of **FIFTY ONE THOUSAND DOLLARS (\$51,000)** for Job Number 7029 which will also be used to pay the cost of inspection of the culvert by the Delaware County Engineer.
- 5) **THE OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer.
- 6) **THE OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) **THE OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as needed in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 8) **THE OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) Should the **OWNER** become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be field in the office of the Delaware County Engineer.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Roadway Improvements for Fourwinds Drive and Summit Drive Section 2 – N. 3B’s & K Culvert Replacement.

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

11
RESOLUTION NO. 17-722

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR FOURWINDS DRIVE AND SUMMIT DRIVE:

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

WHEREAS, on July 10, 2017, a Ditch Maintenance Petition for Fourwinds Drive and Summit Drive 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 Fourwinds Drive and Summit Drive off of Fourwinds Drive in Berlin and Berkshire Townships; 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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

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 \$621,414.01. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 109.879 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$5,655.44 per acre. An annual maintenance fee equal to 2% of this basis (\$113.11) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for all the lots in the amount of \$12,428.28 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

12
RESOLUTION NO. 17-723

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR THE HEATHERS AT GOLF VILLAGE SECTION 2:

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

WHEREAS, the roadway construction has been completed for the project known as The Heathers at Golf Village Section 2 (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement, the Maintenance Bond be set at \$106,630 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes of Ohio LLC (“Owner”) has provided a Maintenance Bond in the amount of \$106,630 as surety to cover the one year maintenance period.

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Owner.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Project in the amount of \$106,630, and returning the construction bond for the Project to the Owner.

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

13
RESOLUTION NO. 17-724

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:

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017**

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
U17-085	Century Link	Blue Church Road	Remove telephone facilities
U17-086	Frontier Communications	Braumiller Road	Bury new cable in ROW
U17-087	Columbia Gas	Cottages at Northlake Woods	Install gas main
U17-088	Columbia Gas	Northlake Woods Clubhouse	Install gas main

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

14

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Would like to thank Judge Hejmanowski for taking the time to explain what RECLAIM stands for and how that grant works.
- Would like to welcome our newest employees to the county: Archna Hazelbaker, Kyle Helfer, Michael Johnson, Andrew Roy: All EMS employees; Zachary Marsh and Isaac Van Gundy: Regional Sewer District. Karen First has also transferred from the Sheriff's office

15

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Hunger Action month starts the month of August. Would like to recognize this with a resolution. Will do so on August 3rd.

Commissioner Merrell

- Left a message with Rep. Jordan concerning the NCO vote
- Would like to recognize Delaware County has been awarded the 9th Happiest County in the Country.

Commissioner Benton

- The Finance Authority will have a meeting tomorrow evening.

16

RESOLUTION NO. 17-725

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A 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 9:44 AM.

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

RESOLUTION NO. 17-726

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 10:40 AM.

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 10, 2017

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners