

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 17, 2017

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

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

- 10:00 AM Final Hearing For The Libertydale Subdivision Drainage Improvement Maintenance Petition Project
- 10:30 AM Continuation of Final Hearing By The Commissioners For The Hickory Ridge Subdivision Drainage Maintenance Improvement Petition Project

1
 RESOLUTION NO. 17-856

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 14, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 14, 2017; and

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

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT
 Sheriff Russ Martin and Prosecutor Carol O'Brien stated their opinions on the TCAP Grant

4
 RESOLUTION NO. 17-857

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0816:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0816 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
EFT000198	FISHEL, HASS, KIM for EMS	10011303-5361	\$11,500.00

<u>PR</u>		<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
<u>Number</u>					
R1704643		SHAW INDUSTRIES INC	BOE RENOVATION PROJECT	40111402 - 5410	\$6,177.32
R1704678		TREASURER, STATE OF OHIO	CP & MUNI COURT REIMBURSEMENTS	10011202 - 5319	\$52,500.00

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

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 RESOLUTION NO. 17-858

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Court of Common Pleas is requesting that Scott Ritter attend a Sex Offender Supervision Officer boot camp in Albuquerque, NM from November 1-3, 2017 at the cost of \$1450.00 (fund number 25622303).

The Regional Sewer District is requesting that Mike Frommer, Tiffany Maag, Erik McPeek, Mark Chandler, Cory Smith, Marshall Yarnell, Matt Ice and Chad Kidd attend a Water Environment Federation Technical Exhibition Conference (WEFTEC) in Chicago, Illinois from September 30 to October 3, 2017 at a total cost of \$6,500.00 from fund 66211901

The Regional Sewer District is requesting that Ken Matlack and Zach Marsh attend an Urban Landscape Pest Management Workshop in Columbus, Ohio on September 27, 2017 at a total cost of \$190.00 from fund 66211901

The Code Compliance Department is requesting that Duane Matlack & Fred Fowler attend the 2017 Ohio Floodplain Management Conference in Worthington, Ohio Wednesday, 8/23 & Thursday, 8/24, 2017 at the cost of \$470.00 (fund number 10011301)

The CSEA is requesting that Maren Aikey and Joyce Bowens attend a Customer Service Training in Columbus, Ohio August 31, 2017, at no cost.

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

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RESOLUTION NO. 17-859

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND THE LICKING COUNTY BOARD OF COMMISSIONERS TO HOUSE LICKING COUNTY INMATES:

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

Whereas, the Sheriff and Sheriff’s Office Staff recommends approval of an agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff And The Licking County Board Of Commissioners To House Licking County Inmates;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves an agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff And The Licking County Board Of Commissioners To House Licking County Inmates;

CONTRACT FOR PRISONER HOUSING

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 17th day of August, 2017 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“Delaware County”), and Licking County Board of Commissioners, 20 South 2nd Street, Newark, OH 43055 (“Licking County”) (hereinafter collectively referred to as the “Parties”), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 – Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 – Scope

Licking County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Licking County desire that Delaware County provide jail services to Licking County and have Licking County’s prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Licking County.

Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Licking County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County’s acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the

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Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Licking County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Licking County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Licking County to telephone or otherwise contact the Sheriff of Delaware County, Ohio, before delivery of Licking County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Licking County will also notify Delaware County of an estimated time of arrival.

Licking County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political

subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Licking County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Licking County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Licking County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 – Transportation Expenses

Persons imprisoned by Licking County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Licking County, at Licking County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Licking County's prisoners outside Delaware County jurisdiction. When the destination of Licking County's prisoner transportation is outside Delaware County, Licking County shall arrange, at Licking County's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 – Confinement Expenses

Licking County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$65.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Licking County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Delaware County Sheriff shall prepare and submit to Licking County, monthly, a statement specifying all obligations for payment required of Licking County. Licking County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Licking County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Licking County.

Section 6 – Care Expenses

Licking County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Licking County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Licking County when the fact is known or as soon thereafter as possible. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Licking County, and Licking County shall provide their own security.

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Licking County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 – Habeas Corpus Expenses

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Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Licking County, or such other counsel Licking County may retain, shall provide legal counsel in habeas case filed in state court. Licking County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Licking County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Licking County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Licking County's prisoners shall be paid by Licking County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 – Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases, and neither the Licking County's sheriff nor any of the Licking County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under R.C. 341.18 Delaware County shall have a right of action against Licking County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Licking County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Licking County's prisoners pursuant to this Agreement.

Section 9 – Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Licking County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Licking County or Licking County's Sheriff's Office and advise of same. Upon notification provided herein, Licking County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware County Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 10 – Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until July, 2018, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 – Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and Licking County, 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.

11.2 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.

11.3 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.

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

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

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

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RESOLUTION NO. 17-860

IN THE MATTER OF AUTHORIZING THE PURCHASE OF MOTOR VEHICLES FOR THE SHERIFF'S OFFICE AND THE TRADE-IN OF MOTOR VEHICLES THAT ARE NOT NEEDED, OBSOLETE, OR UNFIT FOR PUBLIC USE:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to purchase motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for two (2) additional used motor vehicles; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, the County has motor vehicles currently used by the Sheriff's Office that are not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the additional motor vehicles;

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

Section 1. The Board hereby finds that it is necessary to purchase two (2) used motor vehicles for use by the Sheriff's Office or its employees, at the estimated cost not to exceed \$25,000.00 per vehicle.

Section 2. The Board hereby finds that the County has the following motor vehicles that are not needed, obsolete, or unfit for public use and authorizes the trade-in of the motor vehicles as a credit of \$25,000 on the purchase price stated in Section 1:

- 99 Ford F-150 Truck: 2FTRX18L5XCA62004
- 04 Ford Truck: 1FTPW145X4KC73658
- 05 Lexus Sedan: JTHBA30G555120406
- 08 Chevy Truck: 2GCEK13J981335171
- 07 Jeep Grand Cherokee: 1J8GR48KX7C567187
- 08 GMC Envoy: 1GKDT13S482223772

Section 3. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 17-861

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ELECTRONIC SPECIALTY COMPANY FOR DELAWARE COUNTY JUSTICE CENTER AV EQUIPMENT BID PACKAGE:

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

Whereas, The Director Of Facilities recommends approval of the contract between The Delaware County Board Of Commissioners and Electronic Specialty Company for Delaware County Justice Center AV Equipment Bid Package;

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the contract with Electronic Specialty Company for Delaware County Delaware County Justice Center AV Equipment Bid Package:

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AIA Document A151™ - 2007
Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment
where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the seventeenth day of August in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Delaware County Board of Commissioners 101 North Sandusky Street
Delaware OH 43051-1732

and the Vendor:
(Name, legal status, address and other information)
Electronic Specialty Company 1325 Dunbar Avenue
P.O. Box 400 Dunbar, WV 25064
Telephone Number: (304) 766-6277

for the following Project:
(Name, location and detailed description)
Delaware County Justice Center AV Equipment Bid Package Delaware, Ohio
Providing and installation of A/V equipment for a fully operational and integrated building-wide A/V system.

The Architect:
(Name, legal status, address and other information)
Silling Associates, Inc.
405 Capitol Street, Upper Atrium Charleston, WV 25301
Telephone Number: 304.346.0565
Fax Number: 304.346.1522

The Owner and Vendor agree as follows.

TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 DATE OF COMMENCEMENT AND COMPLETION
3 CONTRACT SUM
4 PAYMENTS
5 ENUMERATION OF CONTRACT DOCUMENTS
6 MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be fixed in a 'Notice to Proceed'

§ 2.2 The Vendor shall complete the Work not later than the following date: 60 days after Notice to Proceed is issued.
(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work **Substantial Completion date**

ARTICLE 3 CONTRACT SUM

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The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Six Hundred Twenty-nine Thousand Dollars and Zero Cents (\$ 629,000.00), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment)

Net 30 days each invoice

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A25 I™-2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated May 15, 2017, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

See attached Table of Contents

Section Title Pages

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
AV1	First Floor AV Plan	5.15.17
AV2	Second Floor AV Plan	5.15.17
AV3	Third Floor AV Plan	5.15.17
AV4	Fourth Floor AV Plan	5.15.17
AV5	Fifth Floor AV Plan	5.15.17
AV6	Courtroom Enlarged Plans	5.15.17
AV7	Common Pleas Technology Diagrams	5.15.17
AV8	Hearing Room Technology Diagrams	5.15.17
AV9	Fire Rated Walls	5.15.17

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
1	June 22, 2017	5
2	July 3, 2017	4

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

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§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A25 1-2007.
(List any required limits for insurance.)

Type of insurance	Limit of liability (\$0.00)
General Liability	\$1,000,000 each occurrence with annual aggregate of \$2,000,000.
Automobile Liability	
Worker's Compensation	\$1,000,000 each accident. As required by the State of Ohio.

This Agreement entered into as of the day and year first written above.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Further Be It Resolved, that the Delaware County Board Of Commissioners approve purchase order request R1704555 to Electronic Specialty Company in the amount of \$629,000.00 (40411414-5450).

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

**9
RESOLUTION NO. 17-862**

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPOINTING COUNTY PREVENTION SPECIALISTS TO THE OHIO CHILDREN’S TRUST FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL:

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

WHEREAS, pursuant to section 3109.172 of the Revised Code, the Delaware County Board of Commissioners may appoint two county prevention specialists to the Ohio Children’s Trust Fund Regional Prevention Council; and

WHEREAS, the Delaware County Family and Children First Council recommends that the following individual be considered for county prevention specialists to represent Delaware County for appointments to the Central Ohio Child Abuse and Child Neglect Regional Prevention Council:

Shelia Hiddleson, Health Commissioner Delaware General Health District, Acting in capacity as Health Commissioner Delaware General Health District.

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

Section 1. The Board hereby appoints Shelia Hiddleson, Health Commissioner Delaware General Health District, Acting in capacity as Health Commissioner Delaware General Health District, as a county prevention specialist to represent Delaware County.

Shelia Hiddleson
Health Commissioner
Delaware General Health District
5 West Winter Street
Delaware, Ohio 43015
740-368-1700
Email: shiddleson@delawarehealth.org

Section 2. In accordance with OAC 5101:5-1-03(C), the Clerk is directed to submit a copy of this Resolution, along with a resume, curriculum vitae, or short biography of the appointees named in Sections 1 and 2 hereof, to the Ohio Children’s Trust Fund for confirmation of the appointments.

Section 3. The appointments approved herein shall be effective upon confirmation by the Ohio Children’s Trust Fund and shall be for a period of two years, with the term to be specified in the appointment confirmation.

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

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10**RESOLUTION NO. 17-863**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC FOR VARIOUS SITE WORK AT THE NORTHSTAR WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Northstar Residential Development, LLC to perform various site work at the Northstar Water Reclamation Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Northstar Residential Development, LLC:

SERVICES AGREEMENT

This Agreement is made and entered into this 17th day of August, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Northstar Residential Development, LLC, 375 N. Front St. Suite 200, Columbus, Ohio 43215 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Services for this project include site preparation, clearing, earthwork, erosion control, subgrade stabilization, new asphalt driveway installation, and storm sewer catch basin installation at the Northstar Water Reclamation Facility located at 5863 Wilson Road, Sunbury, Ohio 43074.
- 1.2 The Contractor 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 Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Engineer’s Cost Estimate
Exhibit B: Wilson Road Improvements for Northstar Section 3

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 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 Contractor, 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 lump sum fee shall be \$35,000 (Thirty Five Thousand Dollars).
- 4.3 Total compensation under this Agreement shall not exceed \$35,000 (Thirty Five Thousand Dollars) without subsequent modification.
- 4.4 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

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- 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.

County:

Name: Erik McPeek

Address: 50 Channing Street, Delaware, OH 43015

Telephone: 740-833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Steve Lark

Address of Firm: c/o Nationwide Realty Investors; 375 N. Front Street

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-857-2230

Email: larks@nationwide.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation reasonably necessary to substantiate said invoices and the Contractor 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 Contractor shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work in accordance with the Proposal.
- 7.2 Contractor 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 Contractor 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 Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor 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 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.

10 OWNERSHIP

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10.1 Upon completion or termination of the Agreement, the Contractor 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 CONTRACTOR STAFF; ASSIGNMENT

11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.

11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party except for Trucco Construction Co., Inc and its subcontractors ("Trucco") without the express, written consent of the County.

12 INDEMNIFICATION

12.1 The Contractor shall cause Trucco to 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 Trucco, 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: Contractor shall cause Trucco to 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: Contractor shall cause Trucco to 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: Contractor shall cause Trucco to 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 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. Contractor shall require Trucco to require all of its subcontractors to provide like endorsements.

13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor shall require Trucco, and all of its subcontractors, to 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. Contractor will require Trucco to replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Contractor 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. Contractor 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 Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor hereby certifies that it does not have any employees.**

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- 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: Contractor 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 Contractor shall require Trucco to adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require Trucco to 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. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor 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 Contractor agrees to require Trucco 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 Contractor shall require Trucco to make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that it shall not, and shall require Trocco and 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, not to 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.
- Contractor further certifies that it shall not and shall require Trucco and any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, not to 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.
- Contractor certifies that it shall require Trucco to have a written affirmative action program for employment and to effectively utilize economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Contractor certifies that it shall require Trucco to comply 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

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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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

11

RESOLUTION NO. 17-864

IN THE MATTER OF APPROVING DECREASES IN APPROPRIATION, SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Decrease Appropriations

66711908-5415	Liberty Sawmill/Sewer Construction	(\$308,000.00)
66611907-5410	URF Scioto Reserve/Bldg & Improvements	(\$56,000.00)

Supplemental Appropriations

66211905-5201	Lower Scioto/General Supplies	\$15,000.00
66211905-5260	Lower Scioto/Tools & Equipment	\$25,000.00
66211905-5290	Lower Scioto/Chemicals	\$3,000.00
66211905-5328	Lower Scioto/Maintenance & Repair	\$60,000.00
66211905-5338	Lower Scioto/Utilities	\$30,000.00
66211905-5450	Lower Scioto/Machinery & Equipment	\$45,000.00
66211905-5410	Lower Scioto/Buildings & Improvements	\$50,000.00
66211911-5338	Northstar/Utilities	\$25,000.00
66211911-5403	Northstar/Improvements Other Than Building	\$35,000.00
66211911-5450	Northstar/Machinery & Equipment	\$20,000.00
66211907-5201	Scioto Reserve/General Supplies	\$9,000.00
66211907-5328	Scioto Reserve/Maintenance & Repair	\$12,000.00
66211907-5380	Scioto Reserve/Other Services	\$15,000.00
66211907-5450	Scioto Reserve/Machinery & Equipment	\$20,000.00

Transfer of Appropriation

From: 66211901-5380	To: 66211920-5332	\$1,200.00
SRF Admin/Other Services	Sewer District Admin/Cell Phone Allowances	

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

12

RESOLUTION NO. 17-865

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS BOX CULVERT SUPPLY CONTRACT 2017-09 - REBID:

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

**Box Culvert Supply Contract 2017-09 – Rebid
Bid Opening of August 8, 2017**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction Company, the only bidder for the project. A copy of the bid tabulation is available for your information; and

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Whereas, also available are two copies of the Contract with Double Z Construction Company for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as Box Culvert Supply Contract 2017-09 – Rebid.

CONTRACT

THIS AGREEMENT is made this 17th day of August, 2017 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“Box Culvert Supply Contract 2017-09 – Rebid”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Hundred Twenty Thousand Nine Hundred Dollars (\$120,900)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

13

RESOLUTION NO. 17-866

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ORCHARD LAKES HOMEOWNERS ASSOCIATION 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 Orchard Lakes Homeowners Association for the project known as DEL-CR24-0.07

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Orchard Lakes Homeowners Association for the project known as DEL-CR24-0.07as follows:

**CONTRACT OF SALE AND PURCHASE
OF EASEMENTS**

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WITNESSETH: On this 17th day of August, 2017, Orchard Lakes Homeowners Association, Inc., whose address is 845 Lookout Point Columbus, OH 43235, 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)
15-S1, S2, S3, S4, T1, T2, T3, T4
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 **Twenty-One Thousand, Three Hundred, Thirty-Nine Dollars (\$21,339.00)** 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) Such title, rights, and interest in and to the PROPERTY as described in Exhibit A; and,
 - (B) For damages to the value of any residual lands of the SELLER as a result of the purchase of the PROPERTY; and,
 - (C) For SELLER's covenants herein; and,
 - (D) 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 at closing and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur no later than 30 days after execution of this CONTRACT by both SELLER and PURCHASER. 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 deeds of easement, to said PURCHASER, its successors and assigns, the PROPERTY, together with right to remove 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 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.
5. 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.
6. 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.
7. 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

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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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
14. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

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

**14
RESOLUTION NO. 17-867**

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DRAINAGE IMPROVEMENT PROJECT – SCOTT #604 LATERAL #2:

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

Whereas, the County Engineer recommends approval of the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Drainage Improvement Project – Scott #604 Lateral #2;

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Whereas, Resolution Numbers 17-157 and 17-159 found favor of the improvement and affirmed the order for the project known as Drainage Improvement Project – Scott #604 Lateral #2, and;

Whereas, Resolution Numbers 17-158 and 17-160 confirmed the assessments, approved the payment schedule and ordered the letting of the contracts for the project known as Drainage Improvement Project – Scott #604 Lateral #2, and;

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas, the County Engineer has estimated the construction cost of the Improvement to be \$123,630.50.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimate for the project known as Drainage Improvement Project – Scott #604 Lateral #2 are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, September 19, 2017, at which time they will be publicly received and read aloud, for the project known as:

Drainage Improvement Project
Scott #604 Lateral #2

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

THE ENGINEERS CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$123,630.50 PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEEDS THE ENGINEER’S CONSTRUCTION ESTIMATE.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before November 17, 2017. The estimated commencement of work date is October 16, 2017.

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

Delaware Gazette Advertisement Dates: August 25, 2017

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

15
RESOLUTION NO. 17-868

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE LAW LIBRARY RESOURCES BOARD:

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

Supplemental Appropriation
20683201-5450 Law Library Resources Board/Capital Equipment 6,300.00

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

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RESOLUTION NO. 17-869

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FOOD, DRINK AND OTHER AMENITIES FOR AN EMPLOYEE APPRECIATION DAY EVENT:

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

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

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

WHEREAS, the Delaware County Commissioners, other elected officials and staff will be hosting and attending an Employee Appreciation Day event, and lunch will be provided;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds from Fund No. 10011139 in an amount not to exceed \$4,000.00, to assist in funding the purchase of food, drink and other amenities for the Employee Appreciation Day event.

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

Other Business:

RESOLUTION NO. 17- 870

IN THE MATTER OF APPROVING AN ADDENDUM TO THE SUBMITTAL REQUIREMENTS FOR THE RESIDENTIAL AND NON-RESIDENTIAL INSPECTION SERVICES REQUEST FOR PROPOSAL:

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

WHEREAS, the Supervisor of Code Compliance recommends approval of the addendum to the submittal requirements for the residential and non-residential inspection services request for proposal;

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

ADDENDUM TO REQUEST FOR PROPOSALS
Delaware County Code Compliance Residential and Non-Residential Inspection Services
Delaware County, Ohio

Issued: August 17, 2017

Addendum is shown in bold face and underlined

RFP Amendment(s):

5.3 Offeror Profile and Qualifications

5.3.1 Offeror will provide a general history, description and status of the company including ~~a certified copy of its most recent financial statement~~ **verification of the company's financial stability.**

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Will be following up with a company about a contract manual

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Received compliment from Joe Pemberton about our County Engineer, Chris Bauserman.

Commissioner Lewis

-This Saturday is the "Benefit in the Barn" held at the Dawson Farm off of Bowtown Road.

Commissioner Lewis

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- There will be a CCAO phone conference tomorrow morning to discuss legislative issues.
- Will be at a meeting at the Central Ohio Youth Center later this afternoon.

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RESOLUTION NO. 17-871

10:00AM FINAL HEARING FOR THE LIBERTYDALE SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:05 AM.

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

17 Continued

RESOLUTION NO. 17-872

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

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

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

17 Continued

RESOLUTION NO. 17-873

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE LIBERTYDALE SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:28 AM.

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

17 Continued

RESOLUTION NO. 17-874

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE LIBERTYDALE SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

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

Whereas, on September 15, 2016, a Drainage Improvement Petition for The Libertydale Subdivision Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on March 9, 2017 with Resolution NO. 17-245 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Libertydale Subdivision Drainage Improvement Maintenance Project, and

Whereas, the Board on August 17, 2017 , held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Libertydale Subdivision Drainage Improvement Maintenance Petition Project; And

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

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

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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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.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments

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

18
RESOLUTION NO. 17-875

10:30AM IN THE MATTER OF RECONVENING THE FINAL HEARING BY THE COMMISSIONERS FOR THE HICKORY RIDGE SUBDIVISION DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to open the hearing at 10:30 AM.

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

18 continued
RESOLUTION NO. 17-876

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE HICKORY RIDGE SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:35 AM.

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

18 continued
RESOLUTION NO. 17-877

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE HICKORY RIDGE SUBDIVISION DRAINAGE IMPROVEMENT MAINTENANCE PETITION PROJECT:

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

Whereas, on November 30, 2016, a Drainage Improvement Petition for The Hickory Ridge Subdivision Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on April 27, 2017 with Resolution NO. 17-429 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Hickory Ridge Subdivision Drainage Improvement Maintenance Project, and

Whereas, the Board on August 3, 2017 opened, and then continued to August 17, 2017, a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Hickory Ridge Subdivision Drainage Improvement Maintenance Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

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

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its

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order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments

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

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**BOARD DISCUSSION:
TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP) GRANT**

The Ohio Department of Rehabilitation and Correction (ODRC), Bureau of Community Sanctions (BCS) is seeking Ohio Counties to participate in the Targeted Community Alternatives to Prison (T-CAP) grant. This grant provides funding to Ohio Courts of Common Pleas through Ohio County Boards of Commissioners, who submit a Memorandum of Understanding (MOU) pursuant to ORC §2929.34 and §5149.38. The purpose of this grant opportunity is to provide funds to local communities to effectively supervise, treat and hold accountable low-level, non- violent offenders, and at the same time safely reduce Ohio’s prison population.

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RESOLUTION NO. 17-878

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 11:01 AM.

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

RESOLUTION NO. 17-879

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:47 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners