

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-464

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 2, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 2, 2013; and

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

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

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

-Referred To Later Item: Letter To City Of Delaware, Regarding Sawmill Parkway

ELECTED OFFICIAL COMMENT

-Delaware City Councilman Andrew Brush, Remarks to the Delaware County Commissioners Regarding Sawmill Parkway

RESOLUTION NO. 13-465

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0503:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0503, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Transition for Youth	Residential Treatment	22511607-5342	\$ 10,000.00
PR			Line
Number	Vendor Name	Line Description	Amount
SANITARY ENGINEER – SERVICES AND CHARGES			
R1303584	DELAWARE COUNTY BANK	LOCK BOX SERVICES	66211901-5328 12,000.00
CAPITAL ACQUISITION & PROJECT – CAPITAL EQUIPMENT			
R1303854	SECURE TECH SYSTEMS	SECURITY UPGRADE	41711436-5450 9,500.00
R1303855	STEWART SECURITY INC	SECURITY UPGRADE	41711436-5450 32,681.73

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-466

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Jack Smelker attend Innovative Solutions in Wastewater in Wilmington, Ohio on June 13, 2013 at no cost.

The Juvenile/Probate Court is requesting that David Hejmanowski attend the Ohio State Bar Association Annual Conference in Cleveland, Ohio from May 8-9, 2013 at the cost of \$697.40 (fund number 27826325-5305).

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

The EMS Department is requesting that one additional person from May 2nd approval attend the EMS Instructor Conference at Highpoint Nazarene Church from May 8-9, 2013 at the cost of \$55.00 (fund number 10011303).

The Commissioners' Office is requesting that Dennis Stapleton attend the National Association of Counties, Leadership Institute Conference, in Washington DC. June 2-6, 2013, at the cost of \$1,800.00 (fund number 10011102)

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-467

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE S. JAYNES PARK PROJECT #08-15, FOR PARCEL 31823002007600, SITE DRAINAGE PETITION FILED BY JOHN KRANJEC:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adopt the following resolution:

WHEREAS, on April 24, 2013, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by JOHN KRANJEC, to:

1. Commencing in Orange Township, Delaware County on the existing improvement presently known as the S. JAYNES PARK PROJECT #08-15, Specifically on PARCEL #31823002007600
2. To vacate the existing improvement and easement on PARCEL #31823002007600 and reestablish the easement based on the proposed engineering for the Belamere Suites Hotel located near the intersection of Halfway Ave. and Gooding Blvd. in Orange Township and Delaware County.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday June 17, 2013, at 1:30PM at 7560 Gooding Blvd**, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, that **Thursday June 27, 2013, at 10:00AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

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

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-468

IN THE MATTER OF UPDATING THE SPEAKER REGISTRATION FORM ADOPTED IN RESOLUTION NO. 11-322 (ADOPTING RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO):

It was moved by Mr. Stapleton, seconded by Mr. Merrell to update the "Speaker Registration Form" adopted in Resolution No. 11-322 (Adopting Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio).

Whereas, the Board of Delaware County Commissioners adopted Resolution No. 11-322 (Adopting Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio); and

Whereas, Resolution 11-322 contains a "Speaker Registration Form"; and

Whereas, the "Speaker Registration Form" is in need of updating;

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

The Board hereby approves an updated "Speaker Registration Form"

Speaker Registration Form

The following rules apply to any individual who wishes to speak before the Delaware County Board of Commissioners during Regular Session meetings:

1. This form is to be completed and submitted to the Clerk to the Board prior to speaking.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

- 2. Speakers shall limit their remarks to three (3) minutes. If the subject does not concern the legislative or administrative responsibilities of county government, the President of the Board may refer the speaker to another public forum and/or deny the request to speak.
3. Speakers may only speak on the item(s) noted on the form. If a non-agenda item discussion is wanted please provide a brief description of the subject matter on the "Public Comment" line of the form, and you will be recognized during "Public Comment."
4. The Board reserves the right to limit the number of speakers to three (3) in favor and three (3) not in favor of any item.
5. Speakers' subject matter shall not contain obscenity, profanity, defamation or slander. Speakers shall not disrupt the order or decorum of the session. Speakers are expected to refrain from criminal behavior, including, but not limited to, riot, (R.C. 2917.03), disorderly conduct (R.C. 2917.11), or disturbing a lawful meeting (R.C. 2917.12).
6. All comments will be directed to the Board of Commissioners.
7. Permission to speak may be denied or terminated by the President subject to the rules governing public comment.

The Clerk to the Board will present Speaker Registration Forms to the President of the Board in the order received. Individuals who would like to contact the Commissioners or County Administrator may do so via the following options:

E-mail:

Gary Merrell: County Commissioner: gmerrell@co.delaware.oh.us 740-833-2102
Ken O'Brien: County Commissioner: kobrien@co.delaware.oh.us 740-833-2103
Dennis Stapleton: County Commissioner: dstapleton@co.delaware.oh.us 740-833-2101
Tim Hansley: County Administrator: thansley@co.delaware.oh.us 740-833-2104

U.S. Mail: 101 N. Sandusky Street, P.O. Box 8006 Delaware, OH 43015-8006

General Session will be held on Mondays at 9:30AM and Thursdays at 9:30AM. Please call ahead to confirm at 740-833-2100.

Name: _____

Address: _____

Telephone: _____ E-Mail: _____

Agenda Item: _____ Public Comment: _

Speaking "For" or "Against" the Item (please circle one): For Against

Date: _____

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NUMBER 13-469 WAS NOT UTILIZED

RESOLUTION NO. 13-470

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR ORANGEPOINT COMMERCE PARK:

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

WHEREAS, on April 25, 2013, a Ditch Maintenance Petition for Orangepoint Commerce Park 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 Orangepoint Commerce Park located off of Graphics Way in Orange Township; and

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

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

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

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

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

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

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 estimated to be \$293,380.65 for the benefit of the lots being created in this site. The developed area of 20.781 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each separate lot platted within the 20.781 acre site is therefore \$14,117.73 per acre. The annual maintenance fee contemplated herein shall equal 2% of this basis (\$282.35 per acre) and will be collected from each separate lot owner on a per acre basis. The first year's assessment for all of the lots in the amount of \$5,867.62 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-471

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

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

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

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

Permit #	Applicant	Location	Type of Work
U13-018	Columbia Gas of Ohio	Redtail Estates	Install gas main
U13-024	AT&T	Smothers @ Harlem Roads	Place new cable

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-472

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE COUNTY ENGINEER FOR PURCHASE OF SALT:

It was moved by Mr. Stapleton, and seconded by Mr. Merrell to approve the following supplemental appropriation:

29214009-5285 Motor & Gas/Salt \$178,220

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-473

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO ROSS ROAD (CR29), INCLUDING THE REPLACEMENT OF 3 STRUCTURES WITH PRECAST CONCRETE LONG SPAN CULVERT STRUCTURES AT 3 SEPARATE LOCATIONS ALSO CONSISTING OF MINOR ROAD WIDENING AND PROFILE GRADE ADJUSTMENT AT EACH LOCATION; APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR029-5.49 ROSS ROAD BRIDGES:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing structures on Ross Road are structurally deficient and require replacement and that the road requires minor widening and profile grade adjustments and recommends that the Board proceed with the Improvements thereof, and;

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

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$1,993,000

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

Section 1: The public convenience and welfare require the replacement of the existing structures on Ross Road

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

and the minor widening and profile grade adjustment at each structure extending approximately 0.40 miles, and that the Improvement known as DEL-CR029-5.49 Ross Road Bridges be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR029-5.49 Ross Road Bridges 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 Invitation to Bid:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, June 4, 2013, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR29-5.49
Ross Road Bridges

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR29-5.49". 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, and may be submitted with the Bid Proposal.

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us, under "Current Bids."

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before May 15, 2014. The estimated commencement of work date is July 9, 2014.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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:
May 17, 2013

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-474

IN THE MATTER OF DETERMINING THE DELAWARE COUNTY PRIME SITE FIRE SUPPRESSION SYSTEM INSTALLATION AN EMERGENCY AND APPROVING AN AGREEMENT WITH HARD FIRE SUPPRESSION SYSTEMS, INC., FOR INSTALLATION SERVICES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has erected and installed public safety communications equipment at the Delaware County Prime Site Tower ("Prime Site"); and

WHEREAS, the primary and secondary access roads are no longer able to support fire apparatus to reach the Prime Site in an emergency situation; and

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

WHEREAS, the Public Safety Systems Administrator recommends that emergency corrective action to install a fire suppression system at the Prime Site is necessary to address the deficiencies;

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

Section 1. The Board hereby determines, pursuant to section 153.71(B) of the Revised Code, that the installation of the Prime Site fire suppression system constitutes an emergency.

Section 2. The Board hereby approves the following Agreement with Hard Fire Suppression Systems, Inc.

SERVICES CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of May, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Hard Fire Suppression Systems, 4645-A Westerville Road, Columbus, Ohio 43231 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Public Safety Systems Administrator as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Furnish and install Fenwal Fire Detection and FM200 Suppression System at the Delaware County Prime Tower Site located at 1251 US 23 North, Delaware, Ohio 43015, as per quote dated April 15, 2013, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in the total sum of nineteen thousand eight hundred and five Dollars (\$19,805.00).

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31st, 2013 or until the services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The 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 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. 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.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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.
- 11.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **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 neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

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

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

11.8 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.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor 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 Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor 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. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

EXHIBIT A

April 15, 2013

Delaware County Facilities
1405 US 23 North
P.O. Box 8006
Delaware, Ohio 43015-8006

ATTN: RANDY ORMEROID, MAINTENANCE FOREMAN
SUBJECT: CLEAN AGENT FIRE SUPPRESSION, DETECTION AND CONTROLS FOR THE
COMMUNICATIONS TOWER TRAILER

Dear Mr. Ormeroid,

We are pleased to furnish our proposal for the Fire detection and Clean Agent fire suppression system to be installed at the above-referenced location. This system will be installed in accordance with local, state and (N.F.P.A.) National Fire Codes.

We would furnish the above system’s material, engineering, drawings, permits, electrical and mechanical installation, a maximum of two (2) enclosure integrity fan tests, final checkout of the system and acceptance test.
Fenwal Fire Detection and FM200 Suppression System **\$19,805.00**

Attached are the system clarifications, a system description and an equipment list indicating component quantities. Should you have any questions on our proposed system, please feel free to call. We thank you for the opportunity of presenting this quotation and sincerely hope that we may serve your specialty fire protection needs.

Sincerely,
HARD FIRE SUPPRESSION SYSTEMS, INC.
Catherine A. Harr

Clean Agent System Clarifications:

1. The quoted price includes engineering, drawings, calculations and submittal packages including permits and inspections. Inspections are based on normal working hours, after hours will require additional fees.
2. All doors and openings must be closed at time of system discharge. It may be necessary to extensively seal all penetrations with foam or silicone sealant and weather strip all entrances to the protected area.
3. Dampers, if used to stop air movement, shall be 1% low leak dampers with energized 24 VDC or 110 VAC motor operators, supplied and installed by others. Tie-in to the control panel is included. The three air handlers located outside are expected to be closed-loop systems not requiring dampers, however, the Air Intake fan will need a motorized damper and the existing damper may need to be changed to a low leak one. We would be happy to meet with your HVAC company to coordinate this work.
4. Price includes providing one (1) dedicated 110 VAC power to the control panel from your sub-power panel located to the left of the door.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

5. We have Form "C" contacts for Trouble and Alarm monitoring/reporting by your Motorola monitoring panel. Tying in and testing by your Motorola representative is not included. Please be sure this Motorola panel is UL Listed to report Fire Alarms.

6. System price includes wiring to one EPO circuit for owner equipment shutdown and to one Air Handler circuit for air handler shutdown. Any other wiring to perform shutdowns or stop air movement (i.e. dampers) shall be the owner's responsibility.

7. The quoted price includes regular hour (7 a.m. to 4 p.m.), non-union labor for electrical and mechanical installation, checkout and supervision.

8. The quoted price is firm for a period of 30 days from the date of this quotation.

9. Terms: NET 30 DAYS, progress billing applies.
DELAWARE COUNTY FACILITIES PAGE 3

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

**FENWAL EQUIPMENT LIST FOR:
DELAWARE COUNTY FACILITIES
COMMUNICATION TOWER TRAILER
CLEAN AGENT FIRE SUPPRESSION, CONTROLS AND DETECTION SYSTEM
QUANTITY PART NUMBER CONTROLS**

- 1 30/732001/201 Fenwal One Zone Conventional Control Panel with "On Board" Manual Pull and Abort Switches and Maintenance Bypass Switch located within the Cabinet
- 2 PC1270 Batteries 12 Volt, 7 Amp Hours
- 1 70/540000/001 Ionization Detector
- 1 71/570000/001 Photoelectric Detector
- 2 70/501000/001 Standard Detector Bases
- 1 On Control Panel Manual Pull Station
- 1 On Control Panel Abort Station
- 1 74/600000/200 Keyed Maintenance Switch

AUDIBLE/VISUAL ALARM

- 1 75/000030/001 6" Motorized Bell, Red, Located above Control Panel
- 1 HNR Horn, Red, Located Above Control Panel
- 1 75/000005/042 Weather proof Strobe "Agent"
Located Outside the Door
- 1 75/000000/008 Weatherproof back box for Strobe

FM200 EQUIPMENT

- 1 93/110204/001 196# Capacity Spherical Agent Storage Container
- 180 93/190000/001 Pounds of FM200 Fire Suppressant
- 1 31/194019/001 Wall Bracket for Spherical Agent Storage Container
(Floor Bracket is available for the same price)
- 1 93/002009/004 Initiator
- 2 93/194017/XXX Discharge Nozzles
- A/R Pipe & Fittings

(OPTIONAL) NOVEC 1230 EQUIPMENT

- 1 44/192041/002 350# Capacity Cylindrical Agent Storage Container
- 216 46/190000/001 Pounds of Novec 1230 Fire Suppressant
- 2 29/232334/004 Brackets for Cylindrical Agent Storage Container
- 1 93/191001/001 Initiator
- A/R 44/194017/XXX Discharge Nozzles
- A/R Pipe & Fittings

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

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-475

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ATRIUM PERSONNEL AND CONSULTING SERVICES FOR INTERIM STAFFING:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with Atrium personnel and consulting services:

**AMENDMENT TO CONTRACT
For
Purchased Professional Services
AMENDMENT NO. 1**

This Amendment is to amend the Contract for Purchased Professional Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Atrium Personnel & Consulting Services, entered into on the 1st day of January, 2013.

Article II. Scope of Services: Changes end date to December 31, 2013

Article III. Payment of fees: Changes the amount reimbursable under the contract from \$10,000to \$25,000.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

RESOLUTION NO. 13-476

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE OPERATION OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Whereas, the Director of Job and Family Services recommends approval of the following subgrant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following subgrant agreement:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1415-11-5350**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as Board), in accordance with Sections 307.98 and 5101.21 Revised Code.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB Circular A-133, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware county department of job and family services (CDJFS) that performs all CDJFS duties set forth in Section 329.04, Revised Code, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in Section 307.981, Revised Code. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in Section 329.40, Revised Code.

B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141, Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.

C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.

D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any OMB circulars that a federal statute or regulation has made applicable to state and local governments, State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in Section 5101.21(A) (1), Revised Code.

F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section 5101.21 (A) (6), Revised Code.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

SUBGRANT AGREEMENT. THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware CDJFS/PCSA.

B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware CDJFS/PCSA (hereinafter collectively referred to as "SUBGRANTEE").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB Circular A-133, ODJFS may:

A. Provide financial assistance to the SUBGRANTEE in accordance with this Subgrant Agreement and state and federal laws.

B. Provide annual financial, administrative, or other incentive awards to the SUBGRANTEE subject to Section 5101.23, Revised Code.

C. Monitor the SUBGRANTEE to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this agreement.

E. Provide technical assistance and training to assist the SUBGRANTEE in complying with its obligations under state and federal law and this agreement.

F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the SUBGRANTEE will be taken in accordance with Section 5101.24, Revised Code, unless another section provides authority for a different action. If ODJFS takes an action authorized by Section 5101.24, Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with Section 5101.24, Revised Code, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB Circular A-133, SUBGRANTEE must:

A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.

B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

C. Promptly reimburse ODJFS the amount the SUBGRANTEE is responsible for, pursuant to action the department takes under division (C) of Section 5101.24, Revised Code, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.

D. Promptly reimburse to ODJFS the amounts of any cash overdrafts or excessive Cash draws paid to SUBGRANTEE by ODJFS.

E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.

F. Where SUBGRANTEE identifies reimbursements or other payments due to ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due ODJFS and notifies SUBGRANTEE, payment shall be made in the manner specified by ODJFS.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE. SUBGRANTEE must also ensure that any matching funds, regardless of their source, that SUBGRANTEE manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.

I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.

J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

A. This Subgrant Agreement will be in effect from July 1, 2013 through June 30, 2015, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

B. In addition to Article IV-A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07, Revised Code, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

A. The total amount of the Subgrant for State Fiscal Years (SFY) 2014 and 2015 and grant specific terms and conditions such as, but not limited to, the applicable period of availability, will be provided to SUBGRANTEE in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify SUBGRANTEE of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.

B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, 7 CFR Part 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual, SUBGRANTEE agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.

C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, SUBGRANTEE must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.

E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-102, 2 CFR 225 (A-87), and A-133, as well as 45 CFR 92, 7 CFR 3016, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under Section 5101.16, Revised Code, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.

5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.

7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 3016.31

F. SUBGRANTEE expressly certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, § 500 that covers funds received under this agreement. Costs of such audits are allowable as provided in OMB Circular A-133, Subpart E, § 230. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.

B. SUBGRANTEE must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to Section 5101.24, Revised Code, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR 92, 7 CFR 3016, 45 CFR 74, and 7 CFR 3019, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a County subgrant agreement which requires the entity awarded the County subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

conditions, requirements, and restrictions of Section 5101.21, Revised Code.

2. Debarment and Suspension: As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, SUBGRANTEE must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While SUBORANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 92.40, 7 CFR 3016.40, and OAC 5101:9-1-88, If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.

5. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS, To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of Section 5101.21, Revised Code, or to any county family services agency that is not specifically set forth in state and federal law, Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-477

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS MOVING OHIO FORWARD DELAWARE COUNTY #1 - RESIDENTIAL DEMOLITION & ASBESTOS ABATEMENT:

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

WHEREAS, the Delaware County Economic Development Director and the Ohio Regional Development Corporation (“Grant Consultant”) have prepared all necessary bid documents for the project known as Moving Ohio Forward Delaware County #1 – Residential Demolition & Asbestos Abatement; and

WHEREAS, the Delaware County Economic Development Director and the Grant Consultant jointly recommend approving the bid documents and advertising for bids for the project;

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

Section 1: The bid documents for the project known as Moving Ohio Forward Delaware County #1 – Residential Demolition & Asbestos Abatement are hereby approved.

Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

NOTICE TO CONTRACTORS

Sealed proposals for the "Delaware County Residential Demolition and Asbestos Abatement Project #1 – Moving Ohio Forward" will be received by the Delaware County Board of Commissioners until 10:00 AM, May 29, 2013, and then at 10:00 AM at the Delaware County Board of Commissioners, 101 N. Sandusky St, Delaware, OH, 43015, opened and read aloud.

Scope of Work, Specifications, and Bid Documents may be secured from the Ohio Regional Development Corporation, 120 1/2 S. 4th St., Coshocton, Oh 43812 (740-622-0529). There is no fee for the Bid Documents unless they are to be mailed to the bidder. The mailing fee is \$20.00. By a request to the ORDC Office, the Bid Documents can be sent electronically (jsmith@ordevelopment.com). There are seven General Demolition sites in this Project. Five of the sites will require Asbestos Abatement.

Each bid must be accompanied by either a Bid Bond in an amount of 10% of the bid amount with a surety satisfactory to the aforesaid Delaware County Board of Commissioners, or by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Delaware County Board of Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for: Delaware County Residential Demolition and Asbestos Abatement Project #1 – Moving Ohio Forward and mailed or delivered to:

The Delaware County Board of Commissioners
101 N. Sandusky Street, Delaware, Ohio 43015

The Delaware County Board of Commissioners reserves the right to waive any informality or to reject any or all bids. Attention of bidders is called to all of the requirements contained in the Bid Packet, various insurance requirements, various equal opportunity provisions, and working conditions. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

A pre-bid meeting will be held at 10:00 AM on May 22, 2013, at 911 Training Room, 10 Court Street, 911 Center, Ground Floor, Delaware, OH 43015. Each prospective bidder should have a representative at this meeting.

Section 3. This resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-478

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MENARDS CREEKSIDE:

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

Whereas, the construction of new sanitary sewers at the Menards Creekside have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Menards Creekside	422' feet of 8- inch sewer	\$ 30,705.00
	3,270' feet of 12-inch sewer	\$197,454.00
	17- manholes	\$ 31,500.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-479

IN THE MATTER OF APPROVING A REVISED SUBDIVIDER'S AGREEMENT FOR RIVER ROCK FARMS:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to accept the following Sanitary Subdivider's Agreement:

Whereas, the Director of Environmental Services recommends approval of the amendment to the Sanitary

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

Subdivider's agreement;

Therefore Be It Resolved, the Board of Commissioners approve the amendment to the Sanitary Subdivider's agreement for River Rock Farms.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

This agreement supersedes the agreement between the parties dated October 29th, 2012

THIS AGREEMENT executed on this 6th day of May 2013, by and between **RIVER ROCK FARMS LLC** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **RIVER ROCK FARMS** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 7 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER 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 for **RIVER ROCK FARMS** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$69,963.30**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

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

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

construction cost of the IMPROVEMENTS for plan review (\$2448.73). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5625.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013**

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-480

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR SANCTUARY AT THE LAKES SECTION 1:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Sanctuary at the Lakes Section 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Sanctuary at the Lakes Section 1 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Sanctuary at the Lakes Section 1 for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-481

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Judy Lynn Terry as a Clerical Specialist with the JFS Department; effective May 20, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Judy Lynn Terry as a Clerical Specialist with the JFS Department; effective May 20, 2013.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton

RESOLUTION NO. 13-482

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 9:53AM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-483

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:52AM.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

DISCUSSION

LETTER TO CITY OF DELAWARE, REGARDING SAWMILL PARKWAY

PUBLIC COMMENT

3 In Favor Of Sawmill Parkway Project

-Jack Brickner, With Delaware Area Chamber, (not speaking for business Planned Communities)

-Holly Quaine, With Delaware Area Chamber

-Robert Kuederle, With Delaware Area Chamber, (not speaking for Business American Structure)

1 Against Sawmill Parkway Project

-Jim Hurt

TIM HANSLEY, COUNTY ADMINISTRATOR, REPORTS AND COMMENTS

-With Consensus Of The Board, Mr. Hansley Will Work With Aric Hochstettler, Assistant Prosecuting

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2013

Attorney, To Prepare By Wednesday A Response Letter To The City Of Delaware Regarding Sawmill Parkway

NO OBJECTION; SO ORDERED.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-No Reports Today

Commissioner Stapleton
-No Reports Today

Commissioner O'Brien
-Will Attend A Family Children's First Council Meeting

RESOLUTION NO. 13-484

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 11:20AM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-485

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:40AM.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton