

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 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

- 10:00 AM Public Hearing For Consideration Of The S. Jaynes Park Project #08-15, For Parcel 31823002007600, Site Drainage Petition Filed By John Kranjec
- 10:30 AM Public Hearing For Consideration Of A Petition From The Brown Township Board Of Trustees For The Vacation Of A Portion Of Walnut Street In The Unincorporated Village Of Kilbourne, Brown Township, Delaware County, Ohio, Under The Special Procedures Of R.C. 5553.045

RESOLUTION NO. 13-670

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 24, 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 June 24, 2013; 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 Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-671

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0626, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0626:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0626, memo transfers in batch numbers MTAPR0626 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES-PERMANENT IMPROVEMENT				
R1304591	XYLEM WATER SOLUTIONS USA INC	REBUILD RAW PUMP AT ALUM CREEK PUMP STATION	66211904 - 5428	\$30,000.00

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

RESOLUTION NO. 13-672

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER FOR THE ADULT BASIC LITERACY EDUCATION PROGRAM:

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with the Delaware Area Career Center for the Adult Basic Literacy Education Program:

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**2013-2014 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS (ABLE PROGRAM)
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE AREA CAREER CENTER**

This Contract is entered into this 27th day of June, 2013 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter, "DACC") whose South Campus address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DACC operates the Adult Basic Literacy Education Program ("ABLE") which provides various educational programs, classes, and services to adults in Delaware County, Ohio

WHEREAS, DCDJFS has accepted federal Temporary Assistance For needy Families (TANF) funds for state fiscal year 2014 ("SFY 2014") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, DCDJFS has accepted federal Supplemental Nutrition Assistance Program (SNAP) funds for state fiscal year 2014 ("SFY 2014") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, DCDJFS has accepted federal Workforce Investment Act (WIA) Program funds for state fiscal year 2014 ("SFY 2014") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the DACC, for and on behalf of DCDJFS, will provide educational programs, classes, and services (hereinafter collectively "Services") to adults in Delaware County, Ohio through ABLE. The DACC shall provide Services to adults referred to such Services by DCDJFS. Services to be provided through ABLE, the budget for such Services, and forms to be used in providing the Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," and "Appendix II").

2. TERM:

This Agreement shall be effective July 1, 2013, through June 30, 2014.

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2015, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2014 through June 30, 2015 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to DCDJFS by the DACC are set forth and are more fully described in Appendix I.

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

1. The DCDJFS shall reimburse the DACC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.

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2. To receive such reimbursement, the DACC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to the DACC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The DACC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Forty Four Thousand Forty Dollars and No Cents (\$ 44,040.00) or (2) the amount of actual expenditures made by the DACC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Forty Four Thousand Forty Dollars and No Cents (\$ 44,040.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

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

6. DUPLICATE BILLING/OVERPAYMENT:

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

7. INFORMATION REQUIREMENTS:

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

8. AVAILABILITY AND RETENTION OF RECORDS:

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

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

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

9. INDEPENDENT FINANCIAL RECORDS:

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

10. SERVICE DELIVERY RECORDS:

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

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

ABLE agrees, if requested by the Director of DCDJFS, to provide at no cost to the Department, a copy

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of the report for the most recent Independent Audit performed on the Delaware Area Career Center and/or ABLE.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

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

13. INDEPENDENT CONTRACTORS:

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

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the DACC, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:

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

16. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

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

D. Loss of Funding

It is understood by the DACC that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the

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Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DACC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the DACC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

17. SAFEGUARDING OF CLIENT:

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

18. CIVIL RIGHTS:

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

19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

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

20. FAIR HEARING:

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

21. DRUG-FREE WORKPLACE:

The DACC agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The DACC shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

22. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

23. FINDINGS FOR RECOVERY:

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

24. NOTICES:

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

DACC:

Scott Palmer
Director of Adult Operations
DACC
4565 Columbus Pike
Delaware, Ohio 43015

DCDJFS:

Shancie Jenkins
Director
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

26. PUBLICITY:

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

27. GOVERNING LAW:

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

28. SEVERABILITY:

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

29. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. SIGNATURES:

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

31. EFFECT OF SIGNATURE:

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

**Appendix I
Statement of Work
July 1, 2013 through June 30, 2014**

Services Narrative

The Delaware Area Career Center/ABLE Program will provide adult basic and literacy education services as well as life skills coaching and advocacy to participants referred by Delaware County Department of Job and Family Services. These services are geared toward helping participants transition to self-sufficiency, improve work-readiness skills, and ultimately reduce their dependency on government benefits.

ABLE/GED Classes The Delaware Area Career Center ABLE Program will provide ABLE classes off-site at The Vineyard in the City of Delaware four mornings per week through this contract. DACC and DCDJFS will meet to discuss and mutually agree upon any changes to class location.

ABLE will provide all assessment and instructional materials for these off-site classes.

Service Availability: ABLE classes will begin July 8, 2013 and end June 30, 2014. ABLE does not provide classes the week of July 4; during the scheduled Christmas Break of the Career Center; or during Spring Break. Services will be provided for 48 weeks.

Numbers to be Served: More than 100 adults will become enrolled (receive a minimum of 12 hours of service) .

As an additional service to JFS, ABLE will administer the TABE (Test of Adult Basic Education) Assessment to those

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individuals who are referred by JFS Employment Counselors for assessment only, and will provide Employment Counselors with the scores, so that a determination concerning readiness for additional schooling can be made. Over 40 assessment-only participants are referred to ABLE each year.

Individuals to be served in the ABLE classes will be those adults who need to improve basic skills to prepare for the Work Keys (employment tests), prepare for the GED Test, or post secondary education, be better prepared to help children with homework, or simply- to function more optimally in society.

Scope of Work, Measurable Objectives

All students will have a pre and post assessment to determine academic progress, as required by ABLE guidelines. The TABE Assessment is the standardized test required for use by ABLE Programs by the Ohio Board of Regents (OBR). All students will be required to sign-in at the beginning of class, so that attendance can be tracked. JFS Employment Counselors will have access to ABLE attendance records upon request and with monthly invoice documentation, so that determinations concerning client compliance can be made in a timely manner.

An on-going monthly cumulative status report will be provided to DCDJFS. Client progress will be noted by: the reporting of TABE scores, names of students passing the Official GED Practice Test, and the Official GED Test. Student goals will be tracked along with class attendance records.

ABLE will provide an instructor and an intake/orientation/assessment person for the AM on-site class, Monday through Thursday.

Cost of ABLE Instruction

2 teachers x 12 hours per week for the AM class, Monday through Thursday, from 9:30-noon, plus ½ hour of preparation time for each instructor per class = 24 hours per week x \$35.00 per hour x 48 weeks equals **\$40,320.00.**

Total Instructional Costs this Contract \$ 40,320.00.

Provision of Incentives

TANF eligible ABLE learners will receive a voucher of \$30.00, redeemable at a local merchant, when they become enrolled in an ABLE Class (12 hours of class attendance) 2 vouchers (worth \$60.00) for passing the Official GED Practice Test, and 4 vouchers worth \$120.00, for passing the actual GED Test.

Many of our ABLE learners have a high school diploma, but low basic skills. They will earn a voucher after progressing 2 or more grade levels on the TABE Assessment. A full accounting of vouchers earned each month will be included as part of the monthly DCDJFS Contract Report.

Cost of Educational Incentives

Based on the number of vouchers earned to date, we will need to award approximately 100 @ \$ 30.00 each. Total = **3,000.00.**

**Appendix II
Budget
July 1, 2013 through June 30, 2014**

Instructional Costs	
AM ABLE/GED Classes Monday through Thursday	\$ 40,320.00
ABLE Off-site copier costs	
\$60 per month x 12 months	\$ 720.00
Education Incentives	\$ 3000.00
Total Budget =	<u>\$44,040.00</u>

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

RESOLUTION NO. 13-673

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Guidestone 202 E. Bagley Road Berea, Ohio 44017	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)

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\$15,000	F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
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(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 13-674

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Transfer of Appropriations

From	To	
25422301-5301 Community Based Correct Grant/Contracted Prof. Services	25422301-5201 Community Based Correct Grant/General Supplies	430.00
25422301-5301 Community Based Correct Grant/Contracted Prof. Services	25422301-5260 Community Based Correct Grant/Inventoried Equipment	70.00
25422301-5345 Community Based Correct Grant/Safety & Security Supplies	25422301-5201 Community Based Correct Grant/General Supplies	5,000.00

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

RESOLUTION NO. 13-675

IN THE MATTER OF APPROVING THE SUBMISSION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DRUG COURT DOCKET:

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

Grant #	2013-JG-D01-6923
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 to December 31, 2014
Federal Grant Amount:	\$ 50,852.75
Local Match:	<u>\$ 16,950.92</u>
Total Grant Amount:	\$ 67,803.67

The Grant funds a Drug Court probation officer who supervises the offenders placed on the drug court docket, this includes random drug testing, home visits, office visits and case plan development to ensure compliance, communicate with the Judge and docket team and coordinate information as needed

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

RESOLUTION NO. 13-676

IN THE MATTER OF APPROVING THE SUBMISSION OF THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET:

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

Grant #	2013-JG-D01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 to December 31, 2014
Federal Grant Amount:	\$ 46,818.67
Local Match:	<u>\$ 15,606.23*</u> Split \$7,803.12 from Commissioners \$7,803.12 from Del. Municipal Ct.
Total Grant Amount:	\$ 62,424.90

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental

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health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 13-677

IN THE MATTER OF APPROVING THE SUBMISSION OF THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DELAWARE COUNTY INTERVENTIONS FOR HIGH RISK OFFENDERS FOR ADULT COURT SERVICES:

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

Grant #	2013-JG-C01-6920
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 to December 31, 2014
Federal Grant Amount:	\$ 92,862.16
Local Match:	<u>\$ 30,954.05</u>
Total Grant Amount:	\$ 123,816.21

These grant funds are designed to help ex-offenders that have been in the criminal justice field achieve goals in various categories to reduce recidivism and increase public safety. Strategic plans include services to assist offenders in their transition from incarceration to being productive citizens in our community.

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

**Jack Smelker, Environmental Services,
Discussion On Authorizing The Purchase Of New 1000 Kw Standby Generator For The Olentangy Environmental Control Center**

RESOLUTION NO. 13-678

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary; and

WHEREAS, the County Engineer's Office has a need for a 39,000 LB. GVWR single axle truck chassis and cab for use in performing the office's official duties; and

WHEREAS, under Section 9.48 of the Revised Code, the Board of Commissioners may actively participate in contracts of other political subdivisions for the acquisition of equipment, materials, supplies or services that were awarded pursuant to a competitive bidding process; and

WHEREAS, Montgomery County has permitted other political subdivisions to participate in the Montgomery County Engineer's Bid SO3000008, through which the required chassis and cab are available for purchase;

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

Section 1: The Board hereby authorizes the purchase of one (1) 2014 Western Star 4700 cab and chassis from Kinstle Sterling/Western Star Truck Center for the price of \$102,733.

Section 2: The purchase authorized herein shall be subject to the contract and terms and conditions for Bid Number SO3000008 of the Montgomery County Engineer's Office, which is fully incorporated herein and of which the purchase orders shall be made a part.

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

RESOLUTION NO. 13-679

IN THE MATTER OF ACCEPTING THE ROAD AND APPROVING RECOMMENDED SPEED LIMITS FOR OLENTANGY FALLS SECTION 2:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to release bond and accept the road within the following:

Olentangy Falls Section 2

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Please be advised that The Engineer has reviewed the roadway construction of the road within the referenced subdivision and find it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system

The roadway to be accepted is as follows:

- An addition of 0.23 mile to **Township Road Number 1537, Rambling Brook Way**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Bond being held as maintenance surety to the developer, Rockford Homes.

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

RESOLUTION NO. 13-680

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR SANCTUARY AT THE LAKES, SECTION 1:

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

Whereas, as The Engineer recommends approving the Owner's Agreement For Sanctuary at the Lakes, Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Sanctuary at the Lakes, Section 1:

OWNER'S AGREEMENT
PROJECT NUMBER: 12056

THIS AGREEMENT, executed on this 27th day of June 2013 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SANCTUARY AT THE LAKES, SECTION 1**, further identified as Project Number 12056 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$42,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,332,000
CONSTRUCTION BOND AMOUNT	\$1,332,000
MAINTENANCE BOND AMOUNT	\$ 133,200
INSPECTION FEE DEPOSIT	\$ 42,700

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

RESOLUTION NO. 13-681

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR DEL-CR21-2.70 AFRICA ROAD WIDENING:

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

Whereas, as The Engineer recommends approving the Owner's Agreement For DEL-CR21-2.70 Africa Road Widening.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For DEL-CR21-2.70 Africa Road widening:

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June 2013 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**DEL-CR 21-2.70, AFRICA ROAD WIDENING**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expenses of said improvements.

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- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **NINE HUNDRED SIXTY-THOUSAND SIX HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and current **“Subdivision Regulations of Delaware County, Ohio”**.
- 4) The **OWNER** shall deposit inspection fees in the amount of **THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500)** estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. Upon completion of the project and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer.
- 6) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as needed in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be field in the office of the Delaware County Engineer.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 13-682

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
U13-038	Columbus Fibernet	Orange Road	Place conduit
U13-039	Centurylink	Ross Road	Relocate buried cable
U13-040	Consolidated Electric	Newhouse Road	Bore under road
U13-041	Consolidated Electric	Penn Road	Open cut road

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

RESOLUTION NO. 13-683

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO SUNBURY ROAD (COUNTY ROAD 30) BETWEEN COUNTY LINE ROAD AND MAXTOWN ROAD (TOWNSHIP ROAD 32); ALONG WITH APPROVING A COOPERATION AGREEMENT BETWEEN THE WESTERVILLE CITY COUNCIL, THE BOARD OF COMMISSIONERS OF

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DELAWARE COUNTY AND THE DELAWARE COUNTY ENGINEER FOR THE PURPOSE OF COOPERATING TO UNDERTAKE A PROJECT TO IMPROVE SUNBURY ROAD (COUNTY ROAD 30) BETWEEN COUNTY LINE ROAD AND MAXTOWN ROAD (TOWNSHIP ROAD 32):

It was moved by Mr. Merrell, 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 improvements to Sunbury Road (County Road 30) between County Line Road and Maxtown Road (Township Road Number 32) are needed and recommends that the Board of Commissioners approve to proceed with Improvements thereof;

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

Section 1: The public convenience and welfare require improvements to Sunbury Road (County Road 30) between County Line Road and Maxtown Road (Township Road 32).

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE WESTERVILLE CITY COUNCIL, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY AND THE DELAWARE COUNTY ENGINEER FOR THE PURPOSE OF COOPERATING TO UNDERTAKE A PROJECT TO IMPROVE SUNBURY ROAD (COUNTY ROAD 30) BETWEEN COUNTY LINE ROAD AND MAXTOWN ROAD (TOWNSHIP ROAD 32)

Whereas, as the aforementioned Improvements to Sunbury Road (County Road 30) between County Line Road and Maxtown Road (Township Road 32) shall be mutually beneficial to the City of Westerville and Delaware County, the Delaware County Engineer recommends approval of a Cooperative Agreement between the Westerville City Council, the Board of Commissioners of Delaware County and the Delaware County Engineer as follows:

**COOPERATIVE PROJECT AGREEMENT
BETWEEN
THE CITY OF WESTERVILLE
AND
DELAWARE COUNTY**

This Agreement is made by and between the Westerville City Council (“Westerville”) and the Board of Commissioners of Delaware County (“Delaware County”) and the Delaware County Engineer, hereinafter known as the Parties to the Agreement.

This Agreement shall be for the purpose of cooperating to undertake a Project to improve Sunbury Road (County Road 30) between County Line Road and Maxtown Road (Township Road 32).

In consideration of the mutual benefit to both Parties, each Party hereby agrees to pay for fifty (50) percent of the total cost of the Project as determined to be necessary for completion of the project by the Parties, less any costs paid for by grant(s) through state or federal agencies, and mutually agree to the following terms and conditions to further the completion of the Project:

For the purposes of this Agreement, Project Costs shall be considered as any costs incurred by either Party in the engineering, inspection, acquisition and construction of the Project, except for salaries, benefits and direct costs of regular employees of either Party performing work on the Project. Any grants obtained for the Project through other agencies or sources shall be credited proportionally to each Party’s share of Project Costs.

Delaware County will do the following:

1. Declare the Project necessary.
2. Acquire all necessary right of way, easements and work agreements for portions of the Project outside the Westerville corporation limits and pay for one hundred (100) percent of Project Costs relating to acquisition of property on a direct, as billed basis. Maintain a proper accounting of all expenses to be used to requesting reimbursement from any outside funding sources.
3. Pay for fifty (50) percent of all other Project Costs, upon invoices submitted by Westerville and approved by Delaware County upon the recommendation of the Delaware County Engineer.
4. Cooperate in the review and approval of right of way and construction plans with Westerville, by and through the County Engineer.
5. Cooperate in providing necessary facilities and conducting any public meetings for consideration of the

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Project.

- 6. Review and approve all construction change orders in a timely manner, by and through the County Engineer.
- 7. Cooperate and assist with oversight of construction within Delaware County’s jurisdiction, by and through the County Engineer.
- 8. Operate and maintain the completed portion of the Project within Delaware County’s jurisdiction.

Westerville will do the following:

- 1. Declare the Project necessary.
- 2. Acquire all necessary right of way, easements and work agreements for portions of the Project inside the Westerville corporation limits and pay for one hundred (100) percent of Project Costs relating to acquisition of property on a direct, as billed basis. Maintain a proper accounting of all expenses to be used to requesting reimbursement from any outside funding sources.
- 3. Pay for fifty (50) percent of all other Project Costs.
- 4. Contract with, manage and compensate a professional engineering consulting firm to provide construction and right-of-way plans, specifications and estimates for the Project and maintain a proper accounting of all engineering expenses, which will be attributed to the total Project cost.
- 5. Cooperate in providing necessary facilities and conducting any public meetings for consideration of the Project.
- 6. Coordinate with all impacted utilities on the Project. Maintain a proper accounting of all utility-related expenses, which will be attributed to the Project cost. Provide a summary of proposed payments and expenses to Delaware County for concurrence prior to authorization.
- 7. Prepare bid documents, receive bids and award a construction contract for the Project. Provide the contractor bids to the Delaware County Engineer for its review and approval prior to awarding the contract. Maintain a proper accounting of all construction expenses, which will be attributed to the Project cost. Provide all construction change orders to Delaware County for review and approval prior to authorization.
- 8. Provide construction engineering and inspection services for the entire Project, including staff employed by the City and any consultant(s) retained for construction management and testing. Maintain a proper accounting of all construction inspection expenses, which will be attributed to the Project cost.
- 9. Prepare an overall summary of all Project expenses which will include costs associated with engineering, utility work, construction, construction inspection and any other agreed upon Project costs and submit an invoice to Delaware County for fifty (50) percent of the eligible local Project cost.
- 10. Operate and maintain the completed portion of the Project within Westerville’s jurisdiction.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperative Agreement between the Westerville City Council, the Board of Commissioners of Delaware County and the Delaware County Engineer for Improvements to Sunbury Road (County Road 30) between County Line Road and Maxtown Road (Township Number 32).

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

RESOLUTION NO. 13-684

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR124-1.88, HOME ROAD INTERSECTION AT SR 257 AND S. SECTION LINE ROADS:

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

WHEREAS, the Board approved a project agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 13-333 to develop the improvement known as DEL-CR124-1.88, Home Road Intersection at SR 257 and S. Section Line Roads; and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement, and has completed all required documentation and project coordination with ODOT that is necessary to proceed with advertising for bids for the construction contract for said Improvement; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$5,026,000

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which, according to the approved project agreement is to be funded 80 percent by federal Local Highway Bridge Replacement and Rehabilitation (LBR) Program and 20 percent by the Delaware County Road and Bridge funds;

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

Section 1: The plans, specifications and estimates for the project known as DEL-CR124-1.88, Home Road Intersection at SR 257 and S. Section Line Roads, are hereby approved.

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, July 23, 2013, at which time they will be publicly opened and read aloud, for the project known as DEL-CR 124-1.88 Home Road Intersections at SR 257 and S. Section line Roads.

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-CR 124-1.88". 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.

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 October 3, 2014. The estimated commencement of work date is August 5, 2013.

Bidders must be pre-qualified as a Contractor by the Ohio Department of Transportation.

This is a Federal-Aid project and the Federal Equal Employment Opportunity regulations listed in the proposal shall govern. There is an 8% Disadvantaged Business Enterprises (DBE's) participation goal on this contract.

This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. 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:

June 29, 2013

July 5, 2013

July 12, 2013

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-Asked For An Update From Administrator Hansley On The Board Of Developmental Disabilities And Community Action; Working On A Letter Agreement

Commissioner Merrell

-How A Personnel Issue In A Surrounding County Was Handled; Made Him Appreciate The Delaware City Police Department

Commissioner O'Brien

-Regional Planning Meeting Tonight

RESOLUTION NO. 13-685

10:00AM PUBLIC HEARING FOR CONSIDERATION OF THE S. JAYNES PARK PROJECT #08-15,

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FOR PARCEL 31823002007600, SITE DRAINAGE PETITION FILED BY JOHN KRANJEC:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:00AM.

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

RESOLUTION NO. 13-686

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. Stapleton, seconded by Mr. Merrell 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-687

IN THE MATTER OF CLOSING THE 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. Stapleton, seconded by Mr. Merrell to close the hearing at 10:47AM.

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

RESOLUTION NO. 13-688

IN THE MATTER OF THE COMMISSIONERS DISMISSING THE S. JAYNES PARK PROJECT #08-15, FOR PARCEL 31823002007600, SITE DRAINAGE PETITION FILED BY JOHN KRANJEC DUE TO THE PROJECT IS NOT NECESSARY; THE PROJECT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

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

Whereas, on April 24, 2013, a Drainage Petition for The S. Jaynes Park Project #08-15, for parcel 31823002007600, Site Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on June 17, 2013, conducted a view of the proposed improvements; and

Whereas, the Board on June 27, 2013, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The S. Jaynes Park Project #08-15, for parcel 31823002007600, Site Watershed Drainage Petition Project; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, 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:

Section 1. The Board hereby finds that the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare. Accordingly, the Board hereby dismisses the Petition.

Section 2. 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.

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

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

RESOLUTION NO. 13-689

IN THE MATTER OF APPROVING THAT THE COSTS INCURRED BY THE COUNTY ENGINEER IN MAKING PRELIMINARY REPORTS FOR THE S. JAYNES PARK PROJECT #08-15, FOR PARCEL 31823002007600, SITE DRAINAGE PETITION BE PAID FROM THE BOND OF THE

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PETITIONER:

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

Whereas, pursuant to section 6131.09 of the Revised Code, the costs incurred by the engineer in making preliminary reports may be paid from the bond of the petitioners if the petition is dismissed at the first hearing, and any amount in excess of the bond shall be paid from county funds; and

Whereas, the S. Jaynes Park Project #08-15, for parcel 31823002007600, Site Drainage Petition filed by John Kranjec was dismissed by the Board of Commissioners at the first hearing.

THEREFORE BE IT RESOLVED, that any and all costs incurred by the engineer in making preliminary reports for the S. Jaynes Park Project #08-15, for parcel 31823002007600, Site Drainage Petition Filed by John Kranjec shall be paid from the bond of the petitioners. Any amount in excess of said bond shall be paid from county funds.

FURTHER BE IT RESOLVED, that the Commissioners approve establishing a new organization key for the cost incurred during the S. Jaynes Park Project #08-15, For Parcel 31823002007600, Site Drainage Petition process 40311444.

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

RESOLUTION NO. 13-690

PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BROWN TOWNSHIP BOARD OF TRUSTEES FOR THE VACATION OF A PORTION OF WALNUT STREET IN THE UNINCORPORATED VILLAGE OF KILBOURNE, BROWN TOWNSHIP, DELAWARE COUNTY, OHIO, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:50AM.

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

RESOLUTION NO. 13-691

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. Stapleton, seconded by Mr. Merrell 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-692

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BROWN TOWNSHIP BOARD OF TRUSTEES FOR THE VACATION OF A PORTION OF WALNUT STREET IN THE UNINCORPORATED VILLAGE OF KILBOURNE, BROWN TOWNSHIP, DELAWARE COUNTY, OHIO, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to close the Hearing at 11:03AM.

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

RESOLUTION NO. 13-693

IN THE MATTER OF GRANTING THE PETITION REQUEST FROM THE BOARD OF BROWN TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ADOPT A RESOLUTION ORDERING PORTION OF WALNUT STREET IN THE UNINCORPORATED VILLAGE OF KILBOURNE, BROWN TOWNSHIP, DELAWARE COUNTY, OHIO, VACATED UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

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

WHEREAS, on May 14, 2013, the Board of Brown Township Trustees adopted Resolution No. 2013-05-14-06, petitioning the Board of Commissioners of Delaware County, Ohio (the "Board") to adopt a resolution vacating a portion of Walnut Street in the unincorporated Village of Kilbourne, Brown Township, Delaware County, Ohio (the

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“Petition”); and

WHEREAS, on May 20, 2013, the Petition was filed with the Clerk of the Board; and

WHEREAS, the Delaware County Engineer provided a written report, with recommendations, regarding the Petition; and

WHEREAS, the Board held a Public Hearing on the Petition on Thursday June 27, 2013 at 10:30AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof;

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

Section 1. The Board hereby determines that the vacation requested in the Petition would be for the public convenience or welfare. The vacation requested is properly described as follows:

**Description of the
Proposed Vacation of
portion of Walnut Street in the unincorporated Village of Kilbourne
Township of Brown,
County of Delaware, State of Ohio**

The general route and termini of the unimproved stub portion of Walnut Street which the Board requests be vacated is located west of Main Street in the unincorporated Village of Kilbourne in Brown Township, Delaware County, Ohio and between Lots 37 and 38, on or about 4035 Main Street, Kilbourne, Ohio 43032, such Lots bearing Delaware County Permanent Parcel Numbers 518-130-01-003-000 and 518-130-01-004-000 ("Lots"), respectively. Walnut Street dead-ends at the east end of the Lots and at the lot line of land owned by the Kilbourne United Methodist Church, bearing Delaware County Permanent Parcel Number 518-130-01-009-000.

The Board hereby accepts the Engineer’s report, which is, by this reference, fully incorporated into this Resolution.

Section 2. The Board hereby GRANTS the Petition and declares the portion of Walnut Street in the unincorporated Village of Kilbourne, Township of Brown, as described in Section 1 of this Resolution, vacated. The road vacated herein shall, upon passage of the additionally required resolution by the Board of Trustees of Brown Township, pass, in fee, to the abutting landowners, subject to the following:

- (1) A permanent easement as provided in section 5553.043 of the Revised Code in, over, or under the road for the service facilities, as defined in section 5553.042 of the Revised Code, of a public utility or electric cooperative as defined in section 4928.01 of the Revised Code;
- (2) The right of ingress or egress to service and maintain those service facilities; and
- (3) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer’s report, with the Board of Trustees of Brown Township, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 13-694

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF APPOINTMENT; DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 11:06AM.

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

RESOLUTION NO. 13-695

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. O’Brien to adjourn out of Executive Session at 12:46PM.

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

*Due to a prior commitment Commissioner Stapleton was absent for the adjourning of executive session.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners