

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 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. 13-813

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 8, 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 August 8, 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 Abstain

POLICE CHIEF ROBERT TAYLOR, GENOA TOWNSHIP, RETIREMENT  
-DELAWARE COUNTY BOARD OF COMMISSIONERS, TRIBUTE  
-DELAWARE COUNTY CRIMINAL JUSTICE ASSOCIATION, PLAQUE

9:45AM RECESS/ 10:00AM RECONVENE

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-814

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0809:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0809 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Beems BP	Fuel for Generators-Alum Creek	66211904-5228	\$ 18,000.00
<b>PR Number Vendor Name Line Desc Account Amount</b>			
<b>ENVIRONMENTAL -SERVICES AND CHARGES</b>			
R1305033	HARRIS INDUSTRIAL SERVICES	REMOVAL OF 36 VALVES ON S AERATION TANKS	66211904-5328 \$6,932.41
R1305030	HARRIS INDUSTRIAL SERVICES	INSTALL DRAINAGE ON REAR OF ADMIN BLDG	66211904-5403 \$17,243.61
<b>JOB AND FAMILY-MATERIALS AND SUPPLIES</b>			
R1305022	VERIZON	APPLE IPAD	22511607 -5260 \$5,669.9

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

RESOLUTION NO. 13-815

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 Duane Matlack, Greg Miller and Fred Fowler attend the Ohio Statewide Floodplain Management Conference in Worthington, Ohio on August 28-29, 2013 for a total of \$590.00 from org key 10011301.

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

RESOLUTION NO. 13-816

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR ESTATES AT CHESHIRE SECTION 2:

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

WHEREAS, on July 29, 2013, a Ditch Maintenance Petition for Estates at Cheshire Section 2 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 Estates at Cheshire Section 2 located off of S. Galena Road in Berkshire Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$66,040.44 for the benefit of the lots being created in this subdivision. 20 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$3,302.02 per lot. An annual maintenance fee equal to 2% of this basis (\$66.04) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,320.80 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 13-817

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR REDTAIL ESTATES:

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

WHEREAS, on July 16, 2013, a Ditch Maintenance Petition for Redtail Estates 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 Redtail Estates located off of Concord Road in Concord 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.

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

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

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

The cost of the drainage improvements is \$77,289.80 for the benefit of the lots being created in this subdivision. Five lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$15,457.96 per lot. An annual maintenance fee equal to 2% of this basis (\$309.16) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,545.80 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. 13-818**

**IN THE MATTER OF ACCEPTING ROAD, APPROVING RECOMMENDED SPEED LIMITS AND  
RELEASING BOND FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 2:**

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

**Sheffield Park Section 3, Phase B, Part 2**

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:

- **Braiden Drive**, to be known as **Township Road Number 1623**

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, M/I Homes of Central Ohio.

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

**RESOLUTION NO. 13-819**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SHEFFIELD PARK SECTION 3,  
PHASE B, PART 2:**

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

**Stop Conditions – Sheffield Park Section 3, Phase B, Part 2**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- Two stop conditions on Township Road Number 1623, Braiden Drive (loop street), at its intersections with Township Road Number 1419, Sheffield Park Drive

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

**RESOLUTION NO. 13-820**

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR THE ESTATES AT CHESHIRE  
SECTION 2:**

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

Whereas, as The Engineer recommends approving the Project Agreement for the Estates at Cheshire Section 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement

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Agreement for the Estates at Cheshire Section 2:

**Owner's agreement for The Estates at Cheshire Section 2:**

**PROJECT AGREEMENT  
PROJECT NUMBER: 11027**

**THIS AGREEMENT**, executed on this 12th day of August 2013 between **SOUTH GALENA ROAD DEVELOPMENT, LLC** hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE ESTATES AT CHESHIRE SECTION 2**, further identified as Project Number 11027 is governed by the following considerations to wit:

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

**OPTIONS:**

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

**OWNER** hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY THOUSAND DOLLARS (\$30,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

**EXHIBIT "A"**

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CONSTRUCTION COST ESTIMATE: \$705,700  
 CONSTRUCTION BOND AMOUNT: \$ N/A  
 MAINTENANCE BOND AMOUNT: \$ 70,570  
 INSPECTION FEE DEPOSIT: \$ 30,000

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

**RESOLUTION NO. 13-821**

**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
U13-044	Centurylink	Ross Road	Telephone cable relocation
U13-045	Suburban Natural Gas	Africa Road	Install new gas mains
U13-046	Suburban Natural Gas	Sanctuary at the Lakes Section 1	Install new gas mains

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

**RESOLUTION NO. 13-822**

**IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND TRUCCO CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-CR 124-1.88, HOME ROAD INTERSECTION AT SR 257 AND S. SECTION LINE ROADS:**

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

**DEL-CR 124-1.88, Home Road Intersection at SR 257 and S. Section Line Roads  
Bid Opening of July 23, 2013**

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

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Trucco Construction Company for the project known as DEL-CR 124.1.88, Home Road Intersection at SR 257 and S. Section Line Roads:

**CONTRACT**

THIS AGREEMENT is made this 12<sup>th</sup> day of August, 2013 by and between **Trucco Construction Company, 3531 Airport Road, Delaware, Ohio 43015**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR 124-1.88, Home Road Intersections at SR 257 and S. Section Line Roads**, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid

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Bid for the respective items of work completed for the sum not to exceed **Four Million Seven Hundred Fifty-Nine Thousand Two Hundred Sixty Dollars and Forty-Three Cents (\$4,759,260.43)**, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

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

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

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

**RESOLUTION NO. 13-823**

**IN THE MATTER OF APPROVING THE MASTER AGREEMENT FOR RESPITE CARE BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE VILLAGE NETWORK, INC.:**

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

Whereas, the County Juvenile Court recommends approval of the Master Agreement For Respite Care With The Village Network, Inc.;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Master Agreement For Respite Care With The Village Network, Inc.

**MASTER AGREEMENT FOR RESPITE CARE**

This Master Agreement (“Agreement”) is entered into this 12<sup>th</sup> day of August, 2013 by and between The Village Network, Inc. (“Village Network”), an Ohio non-profit corporation, whose principal place of business is located at 3011 Akron Road Wooster, Ohio 44691 (mailing address: P.O. Box 518, Smithville, Ohio 44677), the Delaware County Juvenile Court (“DCJC”) whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015, and the Board of County Commissioners of Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (individually “Party,” collectively “Parties”).

**I. PURPOSE:**

The purpose of this Agreement is to state the covenants and conditions under which the Village Network will furnish respite care (“Respite”) for children in need of such care (“Child” or “Children”).

**II. TERM:**

The term of this Agreement shall be inclusive of July 1, 2013 through June 30, 2015, unless otherwise terminated in accordance with the terms of this Agreement.

The term of this Agreement may be extended by written amendment to this Agreement stating that the Agreement is to be extended to a date certain. In order to be effective, any such amendment shall be signed by all Parties.

**III. SUB-AGREEMENTS:**

As time is of the essence in placing Children in Respite, sub-agreements (“Sub-Agreements”) between Village Network, the DCJC, and the parent(s) of the Children (“Parent(s)”) will be entered on an as needed basis.

General terms and conditions for placing a child in Respite are contained within this Agreement. Any and all Sub-Agreements are subject to all terms and conditions contained within this Agreement.

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This Agreement is the source of funding for any and all Sub-Agreements. Rates will be set in individual Sub-Agreements, however, the maximum payment contained in this Agreement applies to the aggregate of all Sub-Agreements entered pursuant to and in connection with this Agreement.

The DCJC may enter Sub-Agreements to this Agreement, as needed, without additional approval of the Board.

By this reference any and all Sub-Agreements are incorporated into and made a part of this Agreement.

**IV. SCOPE OF SERVICES:**

The Village Network shall furnish Respite to Children identified in Sub-Agreements.

Respite shall be provided on the dates and times provided in the Child's Respite Care Plan ("Plan"). The Plan may from time to time be amended.

Respite for the Child shall be provided at the treatment foster home ("TFH") identified in the Plan.

Prior to placement in any TFH, Village Network shall assure and warrant that the TFH has obtained and, at all times while the Child is at or in the care of the TFH, that the TFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

If for any reason Respite for the Child is provided at a treatment foster home other than the TFH identified in the Plan, the Village Network shall immediately notify the DCJC and the Parent(s), both verbally and in writing, of the placement of the Child in an Alternative Treatment Foster Home ("ATFH"). Such notification shall include the name, address, and telephone number for the ATFH.

Prior to placement of the Child in any ATFH, Village Network shall assure and warrant that the ATFH has obtained and, at all times while the Child is at or in the care of the ATFH, that the ATFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

**V. FINANCIAL AGREEMENT:**

**A. RATES:**

The DCJC agrees to pay Village Network for Respite at the rates set and established in individual and respective Sub-Agreements.

For any full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per diem rates. For any part of a day or any period of time less than a full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per hour rate for the number of hours that the Child was placed in Respite, not to exceed the per diem rate. For any portion of an hour that a Child is in Respite with Village Network, the DCJC shall pay Village Network at the hourly rate prorated for that portion of the hour that the Child was in Respite.

The following definitions apply to this section:

1. "Hour" means sixty (60) minutes or any part thereof.
2. "Day" means twenty-four (24) hours.

**B. MAXIMUM PAYMENT:**

The maximum amount payable pursuant to this Agreement is \$7,000.00. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

**C. INVOICING:**

Village Network shall provide proper itemized and detailed invoices to the DCJC.

"Proper Invoice" means an invoice meeting all of the following:

- Free from defects, discrepancies, errors, or other improprieties
- As applicable, shall include, but is not limited to including the following:
  - Contractor's proper name and address;
  - Contractor's federal employer identification number;
  - The purchase order number authorizing the purchase of services;
  - Invoice number;
  - Description of service performed;
  - Invoice total cost; and
  - All other information as otherwise specified and required by the DCJC.

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Village Network shall support all costs by properly executed payroll, time records, invoices, contracts, vouchers, or other documentation.

Village Network shall submit hard copies of such proper invoices directly to the DCJC, as follows:

Katherine Murray  
Treatment Coordinator  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Payment shall be made to Village Network, under Village Network's federal employer identification number.

The DCJC shall have thirty (30) days after receipt of a proper invoice from Village Network to pay such invoice. The date of the warrant issued in payment shall be considered the date payment is made.

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

**D. DUPLICATE BILLING:**

Village Network warrants that claims made to the DCJC for payment shall be for actual services rendered and do not duplicate claims made by Village Network to other sources of funding for the same services.

**E. OVERPAYMENTS:**

In case of overpayments, Village Network agrees to repay the DCJC the amount of overpayment and that to which it is entitled.

**VI. OBLIGATIONS OF VILLAGE NETWORK:**

In addition to Respite, the Village Network shall provide the following:

1. An initial meeting with the Child's Parent(s) (optional), the network coordinator, the selected respite family, and a DCJC representative to discuss the Child's problems and family-based approaches.
2. Establish the Child's record for Respite that will be maintained by Village Network.
3. Establish on-call backup provided by Village Network on-call staff. Backup will be provided by a Master Degree level clinician.
4. Summary reports completed by the respite family after each period the child is placed in Respite.
5. Communicate any concerns, unusual incidents, or behavioral problems in providing Respite to the Child.
6. Assist in establishing a plan for the specific dates and periods of time Respite will be provided for the Child.

**VII. OBLIGATIONS OF PARENT(S) AND/OR DCJC:**

The Parent(s)/DCJC shall provide the following:

1. Emergency Medical Agreement.
2. Changes to Emergency Medical Agreement. The Parent(s) and/or DCJC shall inform Village Network of any change in the Emergency Medical Agreement over the course of the Child's Respite at The Village Network.
3. Provide pertinent medical, psychological, and behavioral information.
4. Provide a 24-hour emergency telephone number.
5. MACSIS Enrollment Form
6. MACSIS Residency Verification Form
7. Assessment of Youth's Needs Form

**VIII. RECORDS:**

**A. INFORMATION REQUIREMENTS:**

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

**B. INDEPENDENT FINANCIAL RECORDS:**



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Village Network 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 Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCJC personnel.

**C. SERVICE DELIVERY RECORDS:**

Village Network shall maintain records of Services provided under this Agreement. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCJC personnel.

**D. AVAILABILITY AND RETENTION OF RECORDS:**

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

Village Network, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Village Network 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.

**IX. AUDIT:**

**A. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

Village Network agrees, if required by the DCJC, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. Village Network is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCJC without cost to DCJC.

**B. RESPONSIBILITY FOR AUDIT EXCEPTIONS:**

Village Network 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 Agreement. Village Network agrees to reimburse the DCJC the amount of any such audit exception.

**X. INDEPENDENT CONTRACTORS:**

**A. INDEPENDENT CONTRACTORS:**

Village Network agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

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

Village Network and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the DCJC.

**B. INDEPENDENT CONTRACTOR ACKNOWLEDGMENT/  
NO CONTRIBUTION TO OPERS:**

DCJC is a public employer as defined in R.C. § 145.01(D). The DCJC has classified Village Network 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 Village Network and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. Village Network acknowledges and agrees that the DCJC, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Village Network is an individual or has less than five (5) employees, Village Network, in support of

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of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Contract. The DCJC shall retain the completed Form and immediately transmit a copy of it to OPERS.

**XI. INDEMNIFICATION:**

Village Network shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, Village Network agrees to indemnify and hold free and harmless the DCJC, the Board, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any action, inaction, accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Village Network's or any subcontractor's performance of this Agreement, including, but not limited to the performance, actions, or inactions of Village Network's or any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) Village Network agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Village Network shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Village Network further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Village Network shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. Village Network shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

**XII. INSURANCE:**

**A. WORKER'S COMPENSATION INSURANCE:**

Village Network shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed with a limit no less than one million dollars (\$1,000,000.00) each accident or occurrence.

**B. GENERAL LIABILITY, VEHICLE, PROFESSIONAL INSURANCE:**

Village Network shall carry and maintain throughout the life of the Agreement such comprehensive general liability insurance, vehicle insurance, and any and all applicable professional liability insurance in amounts that are required by law, are commercially reasonable for entities providing the types of services contracted for in this Agreement, and/or as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith. Insurance shall also include coverage for indemnification as described above.

The DCJC, the Board, and Delaware County, Ohio shall all be named as additional insureds on any and all such insurance policies.

**C. PROOF OF INSURANCE:**

Upon request, Village Network shall promptly provide to the DCJC and/or the Board evidence of the insurance required by this Agreement.

**D. ADDITIONAL RIGHTS:**

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

**XIII. TERMINATION:**

**A. TERMINATION FOR CONVENIENCE:**

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The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. Village Network 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. IMMEDIATE TERMINATION:**

The DCJC may immediately terminate this Agreement if the DCJC believes or determines that any Child in Respite with Village Network is in any danger. Such termination shall be effectuated by the DCJC by giving immediate verbal and written notice of such termination to Village Network. Upon receipt of notice of such termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

**C. BREACH OR DEFAULT:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. Upon such immediate termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Village Network shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**D. WAIVER:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, 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 Agreement 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.

**E. LOSS OF FUNDING:**

It is understood by Village Network that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the local, State and/or Federal governments. In the event that the local, State and/or Federal reimbursement is no longer available to the DCJC, Village Network understands that changes and/or termination of this Agreement will be required and necessary. Village Network agrees to hold harmless the Indemnified Parties 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 DCJC.

**F. RETURN OF CHILDREN**

Except where Children are immediately returned as provided herein pursuant to an immediate termination of this Agreement, upon receipt of notice of termination of this Agreement, Village Network shall work with DCJC to return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

**XIV. PROTECTED INFORMATION:**

Village Network shall not use or disclose any information, including protected health information, concerning any Child except as directly related to the administration of this Agreement.

**XV. CRIMINAL BACKGROUND CHECKS:**

Prior to providing services under this Agreement, Village Network, including, but not limited to, Respite provider(s) and all of Village Network's employees having direct contact with the Children, shall submit to criminal background checks. Criminal background checks shall be preformed and provided to the DCJC at no cost to the DCJC, the Board, or the Parent(s).

The DCJC reserves the right to terminate this Agreement or refuse to allow any of Village Network's Respite provider(s) or employees having direct contact with the Children provide services where the criminal background check is unsatisfactory to the DCJC. The DCJC shall be the sole determiner of whether a criminal background check is satisfactory.

**XVI. LICENSURE:**

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If a license, professional license, permit, certificate, or similar registration with a governmental authority (collectively "Licensure") is required to perform the services required by this Agreement, Village Network and/or anyone providing services on behalf of Village Network shall have or obtain such Licensure prior to providing the services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Agreement. Before providing the services, Village Network shall provide proof to the DCJC of valid Licensure held in the name of Village Network or anyone providing services on behalf of Village Network.

**XVII. CIVIL RIGHTS:**

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. Village Network shall 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 Agreement. 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 Agreement.

**XVIII. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

All services provided pursuant to this Agreement shall be made accessible to the disabled/handicapped. Village Network shall 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 Agreement.

**XIX. DRUG-FREE ENVIRONMENT:**

Village Network shall comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Village Network 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.

**XX. 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. Village Network, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the DCJC and Board from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**XXI. FINDINGS FOR RECOVERY:**

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

**XXII. NOTICES:**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, confirmation of receipt required, to the following individuals at the following addresses and shall be effective on the date received:

**DCJC/BOARD:**

Katherine Murray  
Treatment Coordinator  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Facsimile: (740) 833-2599

**VILLAGE NETWORK:**

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James T. Miller  
Executive Director  
P.O. Box 518  
Smithville, OH 44677

Facsimile: (330) 202-3878

**XXIII. ASSIGNMENT:**

This Agreement and/or any of the rights or responsibilities it contains may not be assigned, transferred, or subcontracted to any other party without the express written consent of both the DCJC and the Board.

**XXIV. SUBCONTRACTING:**

Subject to all terms and conditions of this Agreement, Village Network may sub-contract any portion of this Agreement. If work is subcontracted, Village Network shall continue to act as the prime contractor for all subcontracted work/Respite and shall assume full responsibility for the performance of the subcontracted work/Respite. Village Network shall remain the sole point of contact and shall be ultimately responsible for the performance of the work/Respite.

**XXV. 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.

**XXVI. SEVERABILITY:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**XXVII. ENTIRE AGREEMENT:**

This Agreement, 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.

**XXIII. SIGNATURES:**

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

**XXIX. 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 Agreement.

***SUB-AGREEMENT TO MASTER AGREEMENT FOR RESPITE CARE***

*This Sub-Agreement to the Master Agreement for Respite Care ("Sub-Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between The Village Network, Inc. ("Village Network"), an Ohio non-profit corporation, whose principal place of business is located at 3011 Akron Road Wooster, Ohio 44691 (mailing address: P.O. Box 518, Smithville, Ohio 44677), \_\_\_\_\_ ("Parent(s)"), whose address is \_\_\_\_\_, and the Delaware County Juvenile Court ("DCJC"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (individually "Party," collectively "Parties").*

**I. PURPOSE:**

*The purpose of this Sub-Agreement is to state the covenants and conditions under which the Village Network will furnish respite care ("Respite") for the child identified in this Sub-Agreement ("Child") as being in need of such care.*

**II. TERM:**

*The term of this Sub-Agreement shall be inclusive of \_\_\_\_\_ through \_\_\_\_\_, unless otherwise terminated in accordance with the terms of the current Master Agreement for Respite Care ("Master Agreement") or as otherwise provided in this Sub-Agreement.*

*The term of this Agreement may be extended by written amendment to this Sub-Agreement stating that the Sub-Agreement is to be extended to a date certain. In order to be effective, any such amendment shall be signed by all Parties.*

**III. MASTER AGREEMENT:**

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*This Sub-Agreement includes all terms and conditions contained in the Master Agreement. All terms and conditions not expressly changed by this Sub-Agreement remain unchanged from those contained in the Master Agreement.*

*By this Reference, the Master Agreement and all the terms and conditions contained therein are incorporated into and made a part of this Sub-Agreement.*

**IV. CHILD:**

*The Child in need of respite care is identified as follows:*

**CHILD'S NAME:**

\_\_\_\_\_

**CHILD'S DATE OF BIRTH (DOB):**

\_\_\_\_\_

**V. PARENT(S) OF CHILD:**

**A. PARENT NAME:**

\_\_\_\_\_

*Relationship to Child:*

\_\_\_\_\_ *Mother*                      \_\_\_\_\_ *Father*

*Address:*

\_\_\_\_\_

*Telephone No:*

(\_\_\_\_)\_\_\_\_\_

*Email:*

\_\_\_\_\_

**B. PARENT NAME:**

\_\_\_\_\_

*Relationship to Child:*

\_\_\_\_\_ *Mother*                      \_\_\_\_\_ *Father*

*Address:*

\_\_\_\_\_

*Telephone No:*

(\_\_\_\_)\_\_\_\_\_

*Email:*

\_\_\_\_\_

**I. SCOPE OF SERVICES:**

*The Village Network shall furnish Respite to the Child in accordance with the terms and conditions of the Master Agreement.*

*Respite shall be provided on the dates and times provided in the Child's Respite Care Plan ("Plan"). The Plan, as may from time to time be amended, is attached to this Agreement as Exhibit A. By this reference, the Plan is hereby incorporated into and made a part of this Sub-Agreement.*

*Respite for the Child shall be provided at the treatment foster home ("TFH") identified in the Plan.*

**VII. ENTRUSTMENT**

*The Parent(s) agree to entrust the Child to the care and custody of Village Network for the purpose of Village Network providing Respite.*

**VIII. RATES:**

*Respite provided by Village Network pursuant to this Sub-Agreement shall be provided at the following rates:*

*Per hour \$3.96*

*Per Diem \$ 95.00*

**IX. MAXIMUM PAYMENT:**

*Not to exceed the maximum amount payable stated in the Master Agreement, the maximum amount payable pursuant to this Sub-Agreement is \$\_\_\_\_\_. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.*

**X. OBLIGATIONS OF VILLAGE NETWORK:**

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In addition to Respite, the Village Network shall perform the obligations stated in the Master Agreement.

**XI. OBLIGATIONS OF PARENT(S) AND/OR DCJC:**

The Parent(s)/DCJC shall provide the following:

- Emergency Medical Agreement. The Emergency Medical Agreement is attached to this Sub-Agreement as Exhibit B. By this reference, the Emergency Medical Agreement is hereby incorporated into and made a part of this Sub-Agreement.
- Changes to Emergency Medical Agreement. The Parent(s) and/or DCJC shall inform Village Network of any change in the Emergency Medical Agreement over the course of the Child's Respite at The Village Network.
- Provide pertinent medical, psychological, and behavioral information.
- Provide a 24-hour emergency telephone number.
- MACSIS Enrollment Form
- MACSIS Residency Verification Form
- Assessment of Youth's Needs Form

**XII. TERMINATION:**

This Sub-Agreement may be terminated for the same reasons, using the same procedures, and subject to the same conditions as the Master Agreement.

**XIII. NOTICES:**

All notices which may be required by this Agreement or by operation of any rule of law shall be delivered to the same named party representatives, using the same means, and subject to the same conditions as the Master Agreement, except that notice for the Parent(s) shall be provided as follows:

**PARENT(S):**

Facsimile: \_\_\_\_\_

**XIV. ENTIRE AGREEMENT:**

This Sub-Agreement, along with all of its attachments, and the Master Agreement, 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.

**XV. SIGNATURES:**

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

**XVI. 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 Sub-Agreement.

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

**RESOLUTION NO. 13-824**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") is required by section 307.41 of the Revised Code to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new medic vehicle; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new medic vehicle for use by Delaware County EMS.

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Section 2. The Board hereby declares that the make and model of the vehicle is a 2014 Model 623, mounted on a Ford F-550 from Horton Emergency Vehicles, Inc., at a cost not to exceed \$181,173.81.

Section 3. The Board hereby declares that the purchase shall be in accordance with Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233X Schedule # 7723300408, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$181,173.81 to Horton Emergency Vehicles, Inc.

Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$4999., the purchase and accompanying purchase order for the necessary radio communications equipment from B&C Communications not to exceed \$4200., and the purchase and accompanying purchase order for the installation of electronics from Public Safety Concepts at a cost not to exceed \$800.

Section 6. This Resolution shall take immediate effect upon passage.

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

**RESOLUTION NO. 13-825**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:**

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

**Supplemental Appropriations**

41711436-5450 Capital Acquisition & Project/Machinery & Equipment (>\$5,000) \$191,172.

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

**RESOLUTION NO. 13-826**

**IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE MAINTENANCE DEPARTMENT:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup> 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

Whereas, The County Administrator recommends the use of the following procurement cards;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Amended:

Appointing Authority:	Board of Commissioner
Office/Department:	Facilities Management
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$750
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card 1: Lawrence Dowis

Department Coordinator: Anna Adkins



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Amended:

Appointing Authority: Board of Commissioner  
 Office/Department: Facilities Management

Daily spending per card: \$1,000  
 Monthly spending per card: \$5,000  
 Single transaction limit: \$750  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card 1: Gregg Rittenhouse

Department Coordinator: Anna Adkins

Amended:

Appointing Authority: Board of Commissioner  
 Office/Department: Facilities Management

Daily spending per card: \$1,000  
 Monthly spending per card: \$5,000  
 Single transaction limit: \$750  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card 1: Lance Hauersperger

Department Coordinator: Anna Adkins

Amended:

Appointing Authority: Board of Commissioner  
 Office/Department: Facilities Management

Daily spending per card: \$1,000  
 Monthly spending per card: \$5,000  
 Single transaction limit: \$750  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card 1: Norman L. Smith

Department Coordinator: Anna Adkins

New:

Appointing Authority: Board of Commissioner  
 Office/Department: Facilities Management

Daily spending per card: \$1,000  
 Monthly spending per card: \$5,000  
 Single transaction limit: \$750  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card 1: Josh Lively

Department Coordinator: Anna Adkins

New:

Appointing Authority: Board of Commissioner  
 Office/Department: Facilities Management

Daily spending per card: \$1,000  
 Monthly spending per card: \$5,000  
 Single transaction limit: \$750  
 Daily number of transactions per card: 5  
 Monthly number of transactions per card: 50

Name on Card 1: Dave Ferguson

Department Coordinator: Anna Adkins

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New:

Appointing Authority: Board of Commissioner  
Office/Department: Facilities Management

Daily spending per card: \$1,000  
Monthly spending per card: \$5,000  
Single transaction limit: \$750  
Daily number of transactions per card: 5  
Monthly number of transactions per card: 50

Name on Card 1: Kevin Miller

Department Coordinator: Anna Adkins

New:

Appointing Authority: Board of Commissioner  
Office/Department: Facilities Management

Daily spending per card: \$1,000  
Monthly spending per card: \$5,000  
Single transaction limit: \$750  
Daily number of transactions per card: 5  
Monthly number of transactions per card: 50

Name on Card 1: Dave Maggard

Department Coordinator: Anna Adkins

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

**(WITHOUT OBJECTION; CONTINUED DISCUSSION ON PROPOSED RESOLUTION MOVED TO AFTER EXECUTIVE SESSION).  
RESOLUTION NO. 13-827**

***IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID AND OPENING DATE FOR THE PROJECT KNOWN AS VILLAGE OF OSTRANDER NORTH STREET PAVEMENT OVERLAY AND SIDEWALK IMPROVEMENTS:***

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

*WHEREAS, the Delaware County Board of Commissioners (the "Board") approved Community Development Block Grant (CDBG) activity funding, per Resolutions 12-1361(CDBG Grant Agreement B-F-12-1AT-1 with the Ohio Development Services Agency) and 12-605 (authorizing use of Revolving Loan Funds), for Ashley street improvements (Grant Activity 1), Ostrander sidewalk improvements (Grant Activity 2), Shawnee Hills sidewalk improvements (Grant Activity 3), Galena public rehabilitation (Grant Activity 4), county-wide home repair (Grant Activity 5), and fair housing (Grant Activity 6); and*

*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 the Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements (Grant Activity 2); and*

*WHEREAS, the village of Ostrander's project engineer estimates the project cost is \$101,830. Grant Agreement B-F-12-1AT-1, Grant Activity 2, authorizes Delaware County to fund \$25,000; and the village of Ostrander has obtained an Ohio Public Works Commission Grant of \$89,580 (total = \$114,580) ; and*

*WHEREAS, the Environmental Release of Funds acknowledgement from the Ohio Development Services Agency (ODSA) authorizing funding of Grant Activity 2 was approved by ODSA on April 4, 2013; 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 Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements are hereby approved.*

*Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for (published on August 16 and 23; and placed on the County's website) and receive bids on behalf of the Board in accordance with the following Notice to Contractors:*

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*NOTICE TO CONTRACTORS*

*Sealed bids for the Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project will be received by the Delaware County Commissioners at 101 North Sandusky Street, Delaware, OH 43015 until 11 a.m., September 6, 2013 and then at 11:01 a.m. at said office opened and read aloud.*

*A pre-bid meeting will be held at the same office in the Meeting Room on August 30, 2013 at 10:00 am. Potential bidders are encouraged but not required to attend.*

*Plans, Specifications, and bid forms may be secured at ARC Document Solutions. Prospective bidders may secure the plans, specifications and bid forms by emailing columbus.digital@e-arc.com with the subject line "Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project". Each bidder should include their company name, address and contact information in the body of the email. Alternately, bidders may call (614) 224-5149 and ask to speak with Jay. A nonrefundable fee of \$50 dollars will be required for each set of plans and specifications, checks made payable to ARC Columbus. The project includes more than 2200 square yards of pavement reconstruction, nearly 300 cubic yards of asphalt pavement placement, more than 400 linear feet of new sidewalk construction, and all items associated with such work.*

*Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Delaware County or by certified check, cashiers- 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. 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 Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project and mailed or delivered to:*

*Delaware County Commissioners  
101 North Sandusky St  
Delaware, OH 43015*

*The award of the contract shall be made to the lowest and best bidder. The County 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 this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.*

*Engineer's Estimate: \$101,830.00*

*Publication Dates: August 16, 2013; August 23, 2013*

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

**RESOLUTION NO. 13-828**

**IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID AND OPENING DATE FOR THE PROJECT KNOWN AS VILLAGE OF ASHLEY STREET IMPROVEMENTS:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved Community Development Block Grant (CDBG) activity funding, per Resolutions 12-1361(CDBG Grant Agreement B-F-12-1AT-1 with the Ohio Development Services Agency) and 12-605 (authorizing use of Revolving Loan Funds), for Ashley street improvements (Grant Activity 1), Ostrander sidewalk improvements (Grant Activity 2), Shawnee Hills sidewalk improvements (Grant Activity 3), Galena public rehabilitation (Grant Activity 4), county-wide home repair (Grant Activity 5), and fair housing (Grant Activity 6); and

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 the Village of Ashley Street Improvements (Grant Activity 1); and

WHEREAS, the Environmental Release of Funds acknowledgement from the Ohio Development Services Agency (ODSA) authorizing funding of Grant Activity 1 was approved by ODSA on April 4, 2013; 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:

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Section 1: The bid documents for the project known as Village of Ashley Street Improvements are hereby approved.

Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for (published on August 16 and 23; and placed on the County's website) and receive bids on behalf of the Board in accordance with the following Notice to Contractors:

**NOTICE TO CONTRACTORS**

Sealed proposals will be received by Delaware County Commissioners located at 101 N. Sandusky St., Delaware, Ohio 43015, until 10:30 am on Friday September 6, 2013, for the Village of Ashley Street Improvements set forth in the plans, specifications on file in the above office. At that time and at that location, sealed bids will be publicly opened and read aloud. Work to be performed is described in the bid form.

**VILLAGE OF ASHLEY  
STREET IMPROVEMENTS**

The proposed Village of Ashley Street Improvements Project will consist of partial and full depth paving repairs, asphalt overlays on all of Main Street, from SR 229 (High Street) to SR 42 (Franklin Street).

The engineer's estimate on this project is \$24,651.00.

All proposals shall be sealed and endorsed for Formula 2012 Village of Ashley Street Improvements and mailed or delivered to The Delaware County Commissioner's Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on the forms furnished in the Contract Documents and included with the specifications.

Plans, specifications, bid forms and contract documents maybe downloaded from Builder's Exchange or Dodge Reports, or be viewed at the office of Village of Ashley, 14 E. High St., Ashley, Ohio 43003. A \$ 25.00 non-refundable deposit will be required for each set of drawings, specifications, and contract documents, checks made payable to Village of Ashley.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of 10 percent of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

Delaware County hereby notifies all bidders that they affirmatively insure that regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Bidders are required to comply with the MBE/WBE requirements set forth. In part, this means that any bidder, to the extent that it subcontracts work, shall award subcontracts to certified Minority Business Enterprise/Women's Business Enterprise in an aggregate dollar value of no less than 7.3% of the contract for MBE and 6.9% of the contract for WBE. This percent can include materials and supplies. The bid specifications provided further details on these requirements.

All Contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A Pre-bid conference will be held at 9:00 am on Friday, August 30, 2013, in the Village of Ashley Municipal Office located at 14 E. High Street, Ashley, Ohio. It is recommended that all bidders attend the pre-bid conference; however, non-attendance at pre-bid conference does not preclude Contractor from submitting bid.

Copies of the Bidding documents and addendum are available for inspection by prospective bidders at the following location:

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Village of Ashley  
14 E. High Street  
Ashley, Ohio 43003

Project Contact:  
Glenn Halmbacher  
Halmbacher Engineering  
614/595-4656  
glennhalm@aol.com

No bidder may withdraw his bid within sixty (30) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS  
VILLAGE OF ASHLEY

Published Dates: (2 dates)  
August 16, 2013  
August 23, 2013

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

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

**RESOLUTION NO. 13-829**

**IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CALLOS COMPANIES FOR SUMMER YOUTH/INTERIM STAFFING:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton 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 the Callos Companies for Summer Youth/Interim Staff:

**AMENDMENT TO CALLOS AGREEMENT  
AMENDMENT NO. 2**

This is to amend the Agreement between the Delaware County Department of Job and Family Services and The Callos Companies entered into on the 25th day of April, 2013.

Amendment will add the amount of \$45,000.00 for a total amount of \$138,975.

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

**RESOLUTION NO. 13-830**

**IN THE MANNER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NELSON FARMS, SECTION 2A:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Nelson Farms, Section 2A:

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

THIS AGREEMENT executed on this 12th day of August 2013, by and between EDWARDS LAND COMPANY. Herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the NELSON FARMS SECTION 2A 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:

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There are 16 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 NELSON FARMS SECTION 2A, 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 (\$118,360.50) 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 construction cost of the IMPROVEMENTS for plan review (\$4143.00). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$9469 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.

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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.

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement For Nelson Farms Section 2A.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Merrell**  
-no reports

**Commissioner Stapleton**  
-no reports

**Commissioner O'Brien**  
-DKMM Meeting On Tuesday; expect discussion of possible location move  
-Upcoming Central Ohio Youth Center Full Board Meeting

**Tim Hansley, County Administrator, Reports and Comments**  
-no reports

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**RESOLUTION NO. 13-831****IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:50AM.

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

**RESOLUTION NO. 13-832****IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**RESOLUTION NO. 13-833**

**IN THE MATTER OF AMENDING BY SUBSTITUTION, PROPOSED RESOLUTION 13-827 (APPROVING BID DOCUMENTS AND SETTING THE BID AND OPENING DATE FOR THE PROJECT KNOWN AS VILLAGE OF OSTRANDER NORTH STREET PAVEMENT OVERLAY AND SIDEWALK IMPROVEMENTS) WITH PRESENTED REVISED LANGUAGE:**

It was moved by Mr. O'Brien, seconded by Mr. Merrell to amend by substitution, proposed resolution 13-827 (approving bid documents and setting the bid and opening date for the project known as village of ostrander north street pavement overlay and sidewalk improvements) with presented revised language.

Presented revised language:

Plans, Specifications, and bid forms may be secured at ARC Document Solutions. Prospective bidders may secure the plans, specifications and bid forms by emailing columbus.digital@e-arc.com with the subject line "Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project". Each prospective bidder should include their company name, address and contact information in the body of the email. Alternatively, prospective bidders may call (614) 224-5149 and ask to speak with Jay Condon, to secure the plans, specifications and bid forms.

A nonrefundable fee of \$50 dollars will be required for each set of plans and specifications, checks made payable to ARC Columbus. The project includes more than 2200 square yards of pavement reconstruction, nearly 300 cubic yards of asphalt pavement placement, more than 400 linear feet of new sidewalk construction, and all items associated with such work.

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

**RESOLUTION NO. 13-827**

**IN THE MATTER OF APPROVING, AS AMENDED WITH RESOLUTION NO. 13-833, BID DOCUMENTS AND SETTING THE BID AND OPENING DATE FOR THE PROJECT KNOWN AS VILLAGE OF OSTRANDER NORTH STREET PAVEMENT OVERLAY AND SIDEWALK IMPROVEMENTS:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved Community Development Block Grant (CDBG) activity funding, per Resolutions 12-1361(CDBG Grant Agreement B-F-12-1AT-1 with the Ohio Development Services Agency) and 12-605 (authorizing use of Revolving Loan Funds), for Ashley street improvements (Grant Activity 1), Ostrander sidewalk improvements (Grant Activity 2), Shawnee Hills sidewalk improvements (Grant Activity 3), Galena public rehabilitation (Grant Activity 4), county-wide home repair (Grant Activity 5), and fair housing (Grant Activity 6); and

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 the Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements (Grant Activity 2); and

WHEREAS, the village of Ostrander's project engineer estimates the project cost is \$101,830. Grant Agreement B-F-12-1AT-1, Grant Activity 2, authorizes Delaware County to fund \$25,000; and the village of Ostrander has obtained an Ohio Public Works Commission Grant of \$89,580 (total = \$114,580) ; and

WHEREAS, the Environmental Release of Funds acknowledgement from the Ohio Development Services Agency (ODSA) authorizing funding of Grant Activity 2 was approved by ODSA on April 4, 2013; and



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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 Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements are hereby approved.

Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for (published on August 16 and 23; and placed on the County’s website) and receive bids on behalf of the Board in accordance with the following Notice to Contractors:

NOTICE TO CONTRACTORS

Sealed bids for the Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project will be received by the Delaware County Commissioners at 101 North Sandusky Street, Delaware, OH 43015 until 11 a.m., September 6, 2013 and then at 11:01 a.m. at said office opened and read aloud.

A pre-bid meeting will be held at the same office in the Meeting Room on August 30, 2013 at 10:00 am. Potential bidders are encouraged but not required to attend.

Plans, Specifications, and bid forms may be secured at ARC Document Solutions. Prospective bidders may secure the plans, specifications and bid forms by emailing columbus.digital@e-arc.com with the subject line “Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project”. Each prospective bidder should include their company name, address and contact information in the body of the email. Alternatively, prospective bidders may call (614) 224-5149 and ask to speak with Jay Condon, to secure the plans, specifications and bid forms. A nonrefundable fee of \$50 dollars will be required for each set of plans and specifications, checks made payable to ARC Columbus. The project includes more than 2200 square yards of pavement reconstruction, nearly 300 cubic yards of asphalt pavement placement, more than 400 linear feet of new sidewalk construction, and all items associated with such work.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Delaware County or by certified check, cashiers- 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. 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 Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project and mailed or delivered to:

Delaware County Commissioners  
101 North Sandusky St  
Delaware, OH 43015

The award of the contract shall be made to the lowest and best bidder. The County 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 this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Engineer’s Estimate: \$101,830.00

Publication Dates: August 16, 2013; August 23, 2013

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

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

There being no further business, the meeting adjourned.

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners