

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 23, 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. 13-951

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 16, 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 September 16, 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 13-951 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-952

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0923 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0923:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR093, Procurement Card Payments in batch number PCAPR0923 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beem's BP	Fuel	10011106-5228	\$60,000.00

Vote on Motion 13-952 Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Nay

RESOLUTION NO. 13-953

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF AUGUST 2013:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to accept the Treasurer's Report for the month of August 2013.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion13-953 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-954

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, DAVID C. RUMA, REQUESTING ANNEXATION OF 60.23 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to acknowledge that on September 13, 2013, the Clerk to the Board of Commissioners received an annexation petition request to annex 60.23 acres from Liberty Township to the City of Powell.

Vote on Motion 13-954 Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

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RESOLUTION NO. 13-955**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Administrative Services department is requesting that Chris Shaw attend a 'Just the Basics for Township' webinar on October 22, 2013 at the cost of \$20.00 (fund number 10011103-5305).

Environmental Services is requesting that Greg Blevins, Dan Farmer, Anthony Cooper and Trey Mathews attend the Jack Doheny Companies Ohio Public Works Equipment Seminar in Twinsburg, Ohio on October 3, 2103 at no cost.

The Engineer's office is requesting that Michael Love attend various technical trainings at various locations with various dates in 2013 at the cost of \$1,525.00 (fund number 29214001).

Vote on Motion 13-955 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-956**IN THE MATTER OF CANCELING THE THURSDAY OCTOBER 3RD, 2013 COMMISSIONERS' SESSION:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to cancel the Thursday October 3, 2013 Commissioners' session.

Vote on Motion 13-956 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-957**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR REDTAIL ESTATES**

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

Whereas, Jacqueline Pickett has submitted the Plat of Subdivision ("Plat") for Redtail Estates and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, Del-Co Water Company has reviewed said plat for conformance to Del-Co Water's regulations and approved said Plat on July 29, 2013; and

Whereas, Delaware General Health District has reviewed said plat for conformance with the General Health District's Regulations and approved said Plat on July 29, 2013; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on August 6, 2013; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 7, 2013; and

Whereas, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 7, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on September 17, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Redtail Estates:

Redtail Estates

Situated In Virginia Military Survey Number 2897, Concord Township, Delaware County, State of Ohio and being a 5.001 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 563, Page 734, a 5.001 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 563, Page 730, a 4.000 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 563, Page 726, a 4.000 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 563, Page 722, and a 0.5000 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 563, Page 738, and a 0.409 acre tract conveyed to Jacqueline Pickett by deed of record in Deed Volume 69, Page 2350. Cost \$15.00

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Vote on Motion 13-957 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-958

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR ESTATES OF GLEN OAK SECTION 5, PHASE A:

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

Whereas, as The Engineer recommends approving the Owner's Agreement For Estates of Glen Oak Section 5, Phase A;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Estates of Glen Oak Section 5, Phase A:

Owner's Agreement for Estates of Glen Oak Section 5, Phase A

OWNER'S AGREEMENT
PROJECT NUMBER: 13013

THIS AGREEMENT, executed on this 23rd day of September 2013 between **DOMINION HOMES, INC.**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **ESTATES OF GLEN OAK SECTION 5, PHASE A**, further identified as Project Number 13013 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-FIVE THOUSAND DOLLARS (\$35,000)** 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**

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COMMISSIONERS.

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$893,517
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 89,352
INSPECTION FEE DEPOSIT	\$ 35,000

Vote on Motion 13-958 Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-959

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR HIGHLAND LAKES NORTH SECTION 5, PART 4:

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

Whereas, as The Engineer recommends approving the Owner's Agreement For Highland Lakes North Section 5, Part 4 ;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Highland Lakes North Section 5, Part 4:

Owner's Agreement for Highland Lakes North Section 5, Part 4

OWNER'S AGREEMENT
PROJECT NUMBER: 13010

THIS AGREEMENT, executed on this 23rd day of September 2013 between **M/I HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HIGHLAND LAKES NORTH SECTION 5, PART 4** further identified as Project Number 13010 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:

3. 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.
4. 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

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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 **THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$95,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 9,500
INSPECTION FEE DEPOSIT	\$ 3,800

Vote on Motion 13-959 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-960

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND LIBERTY TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS PERRY AND TAGGART ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Liberty Township;

COOPERATION AGREEMENT

Liberty Township and Delaware County
 Perry and Taggart Road Improvements Project

LIBERTY TOWNSHIP RESOLUTION NUMBER 13-0715-07 Date 7-15-13

DELAWARE COUNTY RESOLUTION NUMBER 13-960 Date 9-23-2013

Liberty Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Perry and Taggart Road Improvements Project.

Liberty Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 13% not to exceed the amount of funds provided by Liberty Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Liberty Township to be the lead applicant and to sign all necessary documents.

Liberty Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Liberty Township.

Vote on Motion 13-960 Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-961

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BROWN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS SKINNER ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Brown Township;

COOPERATION AGREEMENT

Brown Township and Delaware County
 Skinner Road Improvements Project

BROWN TOWNSHIP RESOLUTION NUMBER 2013-07-09-05 Date 7-9-13

DELAWARE COUNTY RESOLUTION NUMBER 13-961 Date 9-23-2013

Brown Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Skinner Road Improvements Project.

Brown Township will provide funds totaling 19% of the cost of the Project. Such funds will come from the Road and Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 17% not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Brown Township to be the lead applicant and to sign all necessary documents.

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Brown Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Brown Township.

Vote on Motion 13-961 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-962

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND PORTER TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MOODY ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Porter Township;

COOPERATION AGREEMENT

Porter Township and Delaware County
Moody Road Improvements Project

PORTER TOWNSHIP RESOLUTION NUMBER 07-01-2013 Date 7-9-2013

DELAWARE COUNTY RESOLUTION NUMBER 13-962 Date 9-23-2013

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Moody Road Improvements Project.

Porter Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 13% not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Porter Township.

Vote on Motion 13-962 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-963

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BAKER ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;

COOPERATION AGREEMENT

Berlin Township and Delaware County
Baker Road Improvements Project

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BERLIN TOWNSHIP RESOLUTION NUMBER 2013-07-08 Date July 8, 2013

DELAWARE COUNTY RESOLUTION NUMBER 13-963 Date 09-23-2013

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Baker Road Improvements Project.

Berlin Township will provide funds totaling 15% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 12% not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Berlin Township.

Vote on Motion 13-963 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-964

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY, BERKSHIRE TOWNSHIP AND KINGSTON TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BERKSHIRE ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berkshire Township and Kingston Township;

COOPERATION AGREEMENT

Berkshire Township, Kingston Township and Delaware County
Berkshire Road Improvements Project

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 1384 Date 8-12-13

KINGSTON TOWNSHIP RESOLUTION NUMBER 13-08-01

DELAWARE COUNTY RESOLUTION NUMBER 13-964 Date 09-23-2013

Berkshire Township, Kingston Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Berkshire Road Improvements Project.

Berkshire Township will provide funds totaling 11% of the cost of the Project. Such funds will come from the Road fund.

Kingston Township will provide funds totaling 11% of the cost of Project. Such funds will come from the Gasoline Tax 2011 fund.

Delaware County, through the County Engineer will provide matching funds totaling 11% not to exceed the amount of funds provided by Berkshire Township, or \$50,000.00, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421). The County Engineer will also provide design engineering and construction management services at no cost to the Townships.

Delaware County and Kingston Township authorize Berkshire Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township and Kingston Township.

Vote on Motion 13-964 Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-965

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND ORANGE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS GREEN MEADOWS ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Orange Township;

COOPERATION AGREEMENT

ORANGE Township and Delaware County
GREEN MEADOWS Road Improvements

ORANGE TOWNSHIP RESOLUTION NUMBER 9-3-13#13-371 Date 9-3-13
DELAWARE COUNTY RESOLUTION NUMBER 13-965 Date 09-23-2013

ORANGE Township and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as GREEN MEADOWS Road Improvements.

ORANGE Township will provide funds totaling 15% of the cost of the Project. Such funds will come from the Road Improvement fund.

Delaware County, through the County Engineer's Grant Enhancement Program, will provide matching funds totaling 15% of the cost of the Project, not to exceed the amount of funds provided by ORANGE Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421). The County Engineer will also provide design and construction engineering at no cost to the Townships.

Delaware County authorize ORANGE Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Orange Township.

Vote on Motion 13-965 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-966

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND CITY OF DELAWARE TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS HENRY STREET AND TROY ROAD RESURFACING PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the City of Delaware;

COOPERATION AGREEMENT

City of Delaware and Delaware County
Henry Street and Troy Road Resurfacing Project

DELAWARE CITY RESOLUTION NUMBER 13-24 Date 8/26/13

DELAWARE COUNTY RESOLUTION NUMBER 13-966 Date 09-23-2013

Delaware City and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Henry Street and Troy Road Resurfacing Project.

Delaware City will provide funds equal to 31.4 percent of the total project cost. Such funds will come from the General fund.

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Delaware County, through the County Engineer will provide matching funds totaling 7.6 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 31.4 percent of the cost as invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 7.6 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the City of Delaware.

Vote on Motion 13-966 Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-967

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE INTERSECTION OF HARRIOTT ROAD (COUNTY ROAD 131) AND CONCORD ROAD (TOWNSHIP ROAD 129) AND AUTHORIZING COMMISSIONER O’BRIEN TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

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

WHEREAS, the County Engineer has determined that the intersection of Harriott Road (County Road 131) and Concord Road (South) (Township Road 129) requires safety and traffic capacity improvements and recommends that the Board proceed with construction of a single lane modern roundabout at said location; and,

WHEREAS, the bridge on Harriott Road located between the north and south legs of Concord Road was replaced in 2012 with the project known as DEL-CR131-0.67 Harriott Road-Concord Road Intersection (Project) Improvements, Phase 1, in anticipation of construction of said roundabout; and,

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: The public convenience and welfare require improvement of the intersection of Harriott Road and Concord Road (South) and hereby declares that the improvement known as “DEL-CR131-0.67 Harriott Road Improvements, Phase 2” be initiated for such purpose; and,

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

Section 3: Commissioner Ken O’Brien is hereby authorized to apply to the OPWC for funds as described above; and,

Section 4: Commissioner Ken O’Brien is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Vote on Motion 13-967 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-968

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE VILLAGE OF SHAWNEE HILLS AND CITY OF DUBLIN TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DUBLIN AND GLICK ROAD INTERSECTION IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the Village of Shawnee

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Hills and City of Dublin:

COOPERATION AGREEMENT

Village of Shawnee Hills, City of Dublin and Delaware County
Dublin and Glick Road Intersection Improvements

CITY OF DUBLIN ORDINANCE NUMBER _____ Date _____

VILLAGE OF SHAWNEE HILLS ORDINANCE NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER 13-968 Date 09-23-2013

The Village of Shawnee Hills ("Shawnee Hills"), the City of Dublin ("Dublin") and Delaware County hereby enter into a cooperative agreement to submit an application to Ohio Public Works Commission District 17 for the Project known as Dublin and Glick Road Intersection Improvements under the following conditions:.

- 1. Shawnee Hills will provide funds totaling 3.33% of the construction cost of the Project, not to exceed \$50,000.00. Such funds will come from the Capital Projects fund. Dublin will provide _____%, not to exceed \$ _____, for the project. Such funds will come from the _____ Fund.
2. Delaware County will provide matching funds equal to the amount of funds contributed by Shawnee Hills and Dublin, not to exceed \$100,000, toward the project. Such funds will come from the Road and Bridge Fund.
3. Shawnee Hills and Dublin will obtain rights-of-way within each respective jurisdiction. No matter what the total right-of-way acquisition amount is, the total amount (fees, cost, and expenses, including reasonable attorney fees) that Shawnee Hills will pay to acquire all necessary rights-of-way for the Project is included in, and is part of, its \$50,000.00 construction cost total set forth in paragraph 1 above.
4. Dublin will provide design engineering and construction engineering for the Project, and will issue invoices to each party for its share of project costs as construction invoices are due. No matter what the total engineering cost is, the total amount Shawnee Hills will pay for this Project's engineering is included in, and is part of, its \$50,000.000 construction cost total set forth in paragraph 1 above.
5. Delaware County and Dublin authorize Shawnee Hills to be the lead applicant and to sign all necessary documents.

Vote on Motion 13-968 Mr. O'Brien Nay Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-969

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP AND PLAIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BEVELHEIMER (BEVELHYMER) ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Harlem Township and Plain Township:

COOPERATION AGREEMENT

Harlem Township, Plain Township and Delaware County
Bevelheimer (Bevelhymer) Road Improvements

HARLEM TOWNSHIP RESOLUTION NUMBER 13-9-18T-21 Date 09/18/2013 _____

PLAIN TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER 13-969 Date 09-23-2013

WHEREAS, Harlem Township (Delaware County, Ohio) and Plain Township (Franklin County, Ohio) plan to make improvements to Bevelheimer (Bevelhymer) Road, being on the common line of Delaware and Franklin Counties; and,

WHEREAS, Section 9.482 of the Ohio Revised Code provides that, when authorized by their respective legislative authorities, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any

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service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render;

NOW, THEREFORE, be it known that, in consideration of the mutual benefits accruing to Harlem Township, Plain Township, Delaware County and Franklin County (the "Parties"), the Parties will cooperate as stated herein to develop the Improvement known as Bevelheimer (Bevelhymmer) Road Improvements, consisting of full depth reclamation of the existing pavement extending from State Route 605 east to a point approximately 1 mile to the east, replacement of a culvert located approximately ¼ mile east of State Route 605, and installation of erosion control.

Funding Participation:

Harlem Township and Plain Township shall each be responsible for payment of half the construction cost of the Improvement, less any funding obtained in the Ohio Public Works Commission's (OPWC) Round 28 (Fiscal Year 2015) State Capital Improvement Program (SCIP) or Local Transportation Improvement Program (LTIP). The Parties agree that if OPWC funding is not approved for one or more Parties, this agreement shall be null and void.

Harlem Township will prepare and submit an application for OPWC funding, with assistance of the Delaware County Engineer, and provide local funds totaling 13% of the construction cost attributable to the Harlem Township half of the project. Such funds will come from the 01203 fund.

Delaware County, through the Grant Enhancement Program, will provide matching funds totaling 13% of the construction cost attributable to Harlem Township, not to exceed the amount of funds provided by Harlem Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421).

Plain Township will prepare and submit an application for OPWC funding, with assistance of the Franklin County Engineer, and provide local funds totaling 13% of the construction cost attributable to Plain Township. Such funds will come from the _____ fund.

Engineering, Right of Way, and Construction Management:

The Franklin County Engineer will provide design engineering and right of way acquisition for the Improvement and transmit the completed plans to the Delaware County Engineer for inclusion in the 2014 Delaware County Road Improvement Program.

The Delaware County Engineer will advertise and receive bids and administer the construction contract for the Improvement on behalf of Harlem Township and will provide necessary accounting of construction costs and will transmit invoices for payment of each Party's respective share as construction contract invoices are due.

Harlem Township will award a contract for construction of the entire Improvement and act as lead agency in the project. Plain Township shall pay its portion of project costs to Harlem Township when invoiced.

Vote on Motion 13-969 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-970

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

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

Transfer of Appropriations		
From	To	
23322310-5201	23322310-5001	.14
OCJS – Intervention for High Risk Offenders- supplies	OCJS – Intervention for High Risk Offenders- Salary	
23322310-5201	23322310-5330	672.00
OCJS – Intervention for High Risk Offenders- supplies	OCJS – Intervention for High Risk Offenders- services and charges	

Vote on Motion 13-970 Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-971

SETTING BID OPENING DATE AND TIME FOR SNOW REMOVAL SERVICES AT VARIOUS DELAWARE COUNTY PROPERTIES:

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

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Whereas, the Manager of Facilities recommends the following bid date and time for Snow Removal Services at various Delaware County properties;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following bid date and time for Snow Removal Services:

**PUBLIC NOTICE
INVITATION TO BID
ITB #13-01 SNOW REMOVAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, October 16, 2013, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Snow Removal Services at various Delaware County properties.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Snow Removal Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion 13-971 Mr. O'Brien Nay Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-972

IN THE MATTER OF AWARDING A CONTRACT TO MID-OHIO PAVING, INC, TO PAVE MAIN STREET IN ASHLEY WITH FUNDING FROM THE FY12 COMMUNITY DEVELOPMENT BLOCK GRANT:

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

WHEREAS, the Delaware County Board of Commissioners approved bidding per Resolution 13-828; and

WHEREAS, bids were opened on September 6, 2013, from and in the amount of:

Mid-Ohio Paving	\$24,052.53
Decker Construction	\$35,739.48
Shelly and Sands	\$42,300.00; and

WHEREAS, the Economic Development Director, ADR & Associates (project engineer), and the Ohio Regional Development Corporation reviewed the bids and recommend the bid submitted by Mid-Ohio Paving as the lowest and best bid;

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

Section 1. The Board of Commissioners approves the contract with Mid-Ohio Paving in the amount of \$24,052.53.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 23rd day of September, 2013, by and between Mid-Ohio Paving, Inc. hereinafter called the "Contractor" and Delaware County hereinafter called the "Owner".

WITNESSETH, that 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

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services including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, the Village of Ashley Improvements², and required supplemental work, _____ all in strict accordance with the Contract Documents including all addenda thereto, all as prepared by ADR & Associates acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$24,052.53 (Dollars) subject to additions and deductions as provided in Section 109 hereof.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as _____.

²Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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 13-972 Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-973

IN THE MATTER OF APPROVING A CHANGE TO THE OFFICIAL NAME OF THE DELAWARE COUNTY PORT AUTHORITY:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code; and

WHEREAS, the Delaware County Port Authority Board of Directors, at its meeting on September 10, 2013, approved a motion requesting that the Board change the name of the Delaware County Port Authority to the "Delaware County Finance Authority"; and

WHEREAS, the Delaware County Economic Development Director recommends the name change as proposed because it will reflect the Port Authority's actual functions, avoid confusion, and assist promoting economic development activity within Delaware County;

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

Section 1. The Board hereby approves a change to the official name of the Delaware County Port Authority, as set forth in Section 1 of Resolution No. 06-506. The Delaware County Port Authority shall henceforth be known as the "Delaware County Finance Authority."

Section 2. This Resolution shall take effect immediately upon adoption.

Vote on Motion 13-973 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-974

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IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR MIROSOL SECTION 1 AND NORTHSTAR SECTION 1, PHASE D:

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Mirosol Section 1 and Northstar Section 1, Phase D for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Estates Mirosol Section 1 and Northstar Section 1, Phase D for submittal to the Ohio EPA for their approval.

Vote on Motion 13-974 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-975

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MIROSOL, SECTION 1:

It was moved by Mr. Merrell, seconded by Mr. Stapleton 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 Mirosol, Section 1:

Mirosol, Section 1

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 23rd day of September 2013, by and between **ROMANELLI AND HUGHES** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **MIRASOL SECTION 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **29** 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 **MIRASOL SECTION 1**, 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 estimated cost of construction (**\$111,343.75**) 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.

Initials _____ Date _____

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

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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 (**\$3,897.03**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$9,525.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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:

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- (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.

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

Vote on Motion 13-975 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-976

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SANTEK ENVIRONMENTAL OF OHIO FOR DISPOSAL OF WASTEWATER BIOSOLIDS:

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

WHEREAS, on July 11, 2013, the Sanitary Engineer received bids for the Disposal of Wastewater Biosolids; and

WHEREAS, Santek Environmental of Ohio, is identified as the lowest and best bid; and

WHEREAS, the staff from the Sanitary Engineer evaluated the bid package; and

WHEREAS, the Sanitary Engineer has determined that the bid conforms to the specifications; and

WHEREAS, the Sanitary Engineer recommends entering into a five year contract with Santek Environmental of Ohio for the Disposal of Wastewater Biosolids.

THEREFORE be it resolved that the Board of County Commissioners execute the "AGREEMENT" and authorize the Sanitary Engineer to issue the "Notice to Proceed."

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR
DISPOSAL OF WASTEWATER PLANT BIOSOLIDS**

THIS AGREEMENT is by and between DELAWARE COUNTY

(Owner) and SANTEK ENVIRONMENTAL OF OHIO, LLC

(Contractor).

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Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: DISPOSAL OF WASTEWATER PLANT BIOSOLIDS AT THE CRAWFORD COUNTY LANDFILL, BUCYRUS, OHIO

ARTICLE 3 – OWNER’S REPRESENTATIVE

3.01 Delaware County Sanitary Engineer

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. Five years from the agreement date.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for the disposal of wastewater plant biosolids at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 The disposal costs to DCRSD shall be based on actual wet tons of biosolids disposed at the landfill. The bid shall be based on the above estimated amounts of biosolids for each facility. The estimated amounts are based on past performance. The total amount of biosolids will vary. The County will not guarantee a minimum amount. If the bidder wishes to impose a maximum disposal amount, the maximum amount shall be included with the bid.

Payment will be paid from invoices sent to DCRSD and confirmed by certified weight documents from the scale operators. The successful bidder may only submit one invoice per facility per month. The County shall make payment within 30 days after invoice amount is confirmed. The disposal costs shall include all applicable taxes, fees and charges. The amount bid per wet ton shall be the total disposal cost. DCRSD shall not be responsible for any additional disposal costs. The length of the contract will be for five (5) years after the agreement date. The contract may be extended up to an additional three (3) years by change order.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 6 shall bear interest at the rate of five percent (5%) per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Specifications.
3. Addenda (numbers _____ to _____, inclusive).
4. Exhibits to this Agreement:
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor with bid.
 - c. Proof of Insurance.

5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01 are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by Change Order.

ARTICLE 10 – INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

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1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

A. Terms used in this Agreement will have the meanings stated in the Specifications.

11.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 23, 2013 (which is the Effective Date of the Agreement).

Vote on Motion 13-976 Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

DELAWARE COUNTY BOARD OF ELECTIONS

Discussion: Purchase Of 24 Additional Voting Machines For Compliance With The Ohio Revised Code

RESOLUTION NO. 13-977

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends hiring William Rasmussen as a Truck Driver with the Regional Sewer District; effective date September 30, 2013;

Therefore Be It Resolved, the Board of Commissioners approve hiring William Rasmussen as a Truck Driver with the Regional Sewer District; effective date September 30, 2013.

Vote on Motion 13-977 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-978

IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE USE OF A PROCUREMENT CARD FOR THE MAINTENANCE DEPARTMENT:

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

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WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 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 3rd 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:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card:	Randy Ormeroid

Department Coordinator: Anna Adkins

Vote on Motion 13-978 Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-979

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERMANENT IMPROVEMENT AND RE-APPROPRIATION FOR A SHERIFF'S OFFICE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES GRANT:

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

Supplemental Appropriations		
40111402-5260	Permanent Improvement/Inventoried Equipment	5,000.00
Transfer of Appropriations		
From	To	
28631338-5450	28631338-5365	2,090.00
Leap Forward Grant 2012/Capital Equipment	Leap Forward Grant 2012/Grant Related Services	
28631338-5450	28631338-5260	1,461.87
Leap Forward Grant 2012/Capital Equipment	Leap Forward Grant 2012/Inventoried Equipment	
28631338-5450	28631338-5320	300.34
Leap Forward Grant 2012/Capital Equipment	Leap Forward Grant 2012/Data Processing Services	
28631338-5450	28631338-5250	557.79
Leap Forward Grant 2012/Capital Equipment	Leap Forward Grant 2012/Minor Equipment	

Vote on Motion 13-979 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell:
-The Delaware County Fair was well done.

Commissioner Stapleton:
-The Delaware County Fair was well done.

Commissioner O'Brien:

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-Delaware County Fair went very well; attended a Regional Planning Executive Committee meeting on Wednesday.

RESOLUTION NO. 13-980

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISMISSAL, DISCIPLINE, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING PURPOSES:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:25AM.

Vote on Motion 13-980 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-981

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:08PM.

Vote on Motion 13-981 Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

There being no further business, the meeting adjourned.

1:15PM WORK SESSION

911 Technology Discussions

- Upgrades
- Radio Policy
- Funding

2) CEBCO Discussions

- Renewal Meeting
- Rates

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners