

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 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. 13-1300**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 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 December 16, 2013; and

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

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

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

**RESOLUTION NO. 13-1301**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETINGS HELD OCTOBER 23, 24, 25, 29, 30, 31, NOVEMBER 1, 12, AND 20, 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 special session on October 23, 24, 25, 29, 30, 31, November 1, 12, and 20, 2013; and

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

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

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**Chris Bauserman, Delaware County Engineer**  
**Introduced The Board To Mike Ridge, A 23 Year Employee Of The Engineers Office Who Started Taking Classes At OSU For His Civil Engineering Degree 22 Years Ago. Mike Graduated Last Sunday And Chris Thought That The Board Would Like To Recognize Mike's Accomplishment.**

**WILLIAM MURDOCK, EXECUTIVE DIRECTOR,  
MID-OHIO REGIONAL PLANNING COMMISSION**

**RESOLUTION NO. 13-1302**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1218, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1218 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1218:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1218, memo transfers in batch numbers MTAPR1218, Procurement Card Payments in batch number PCAPR1218 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
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**PO' Increase**

P1302161-1	Public Defender	Public Defender Attorneys	10011202-5301	\$50,000.00
P1301269-1	State of Ohio	BCMW Children's Fund	10011102-5319	\$ 5,349.49
P1301894-	B & L Packrat	Snow Removal	10011105-5325	\$ 5,568.00
P1302145-	Compmanagement	Claims Comp management	61311923-5370	\$11,507.96

Sedgwick

**Vouchers**

Comp Management	Claims Comp Management	61311923-5370	\$ 25,044.80
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Sedgwick

<b>PR</b>				
<b>Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>911- SERVICE AND CHARGES</b>				
R1306578	CENTURYLINK	TELEPHONE SERVICE	21411306-5331	\$7,491.88
<b>Administrative Services-SERVICES AND CHARGES</b>				
R1306488	BLUES AUTO SERVICE INC	REPAIR 21-S4	60111901-5370	\$6,107.50

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

**RESOLUTION NO. 13-1303**

**IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2014:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following list of carry-over purchase orders:

Further Be It Resolved, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

SEC CODE	VENDOR#	ADDRESS CODE	PO TYPE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJ
COMM	V04797	R3	P	1	60,000.00	BCMh REIMBURSEMENTS	10011102	5319
COMM	V05836	R1	P	1	2,151.80	PC CARD MATERIALS AND SUPPLIES	10011102	5200
COMM	V05836	R1	P	2	1,108.40	PC CARD SERVICES AND CHARGES	10011102	5300
COMM	V02018	R1	P	1	13,402.51	COURTHOUSE INNER DOOR REPLACEMENT	40111402	5328
COMM	V01156	R1	P	1	1,551.00	22 COURT ST - FLOOR TILE	40111402	5328
COMM	EFT000016	R1	P	1	45,000.00	CITY PROSECUTOR	10029203	5360
COMM	V25875	R1	P	1	115,000.00	FACILITIES STUDY	10011102	5301
COMM	V25875	R1	P	2	35,500.00	FACILITIES STUDY	66211901	5301
COMM	V02010	R1	P	1	181,173.81	MEDIC VEHICLE	41711436	5450
COMM	V14360	R1	P	1	4,999.00	LETTERING AND SAFETY STRIPING FOR NEW MEDIC	41711436	5450
COMM	V08694	R1	P	1	3,864,457.50	RADIO SYSTEM UPGRADE	41711436	5450
COMM	V18433	R1	P	1	482,663.00	UPGRADE MICROWAVE SYSTEM	41711436	5450
COMM	V18247	R1	P	1	44,356.94	ROOF #397 DITCH CONSTRUCTION	40311436	5328
COMM	V08694	R1	P	1	6,961.40	RADIO FOR EMS VEHICLES	41711436	5450
COMM	V17022	R1	P	1	14,408.00	LIGHTS, SIRENS FOR EMS VEHICLES	41711436	5450
COMM	V14360	R1	P	1	2,040.00	LETTERING AND SAFETY STRIPING FOR EMS VEHICLES	41711436	5450
COMM	V05836	R1	P	1	3,200.00	PC CARD MATERIALS AND SUPPLIES	40111402	5200
COMM	V05836	R1	P	1	3,283.20	PC CARD MATERIALS AND SUPPLIES	10011101	5200
COMM	D00008	R1	P	1	1,000.00	CSEA CONTRACT	10011102	5360
COMM	D00041	R1	P	1	2,500.00	CSEA CONTRACT	10011102	5360
COMM	D00050	R1	P	1	2,500.00	CSEA CONTRACT	10011102	5360
COMM	D00030	R1	P	1	6,000.00	CSEA CONTRACT	10011102	5360
COMM	V01171	R1	B	1	2,500.00	JUROR REIMB	10029203	5360
COMM	V01171	R1	B	2	350.00	WITNESS REIMB	10029203	5360
911	D00025	R1	P	1	590.71	TELEPHONE	21411306	5330

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911	D00025	R1	P	2	43.07	POSTAGE	21411306	5331
911	V00288	R1	P	1	221.70	MISC EQUIPMENT PARTS	21411306	5201
911	V00288	R1	P	2	1,500.00	MISC EQUIPMENT	21411306	5250
911	V00288	R1	P	3	1,725.85	REPAIR AND MAINTENANCE	21411306	5328
911	V00557	R1	P	1	6,685.60	REPLACEMENT PARTS FOR GENERATOR	21411306	5201
911	V00557	R1	P	2	3,692.87	MAINT. AND REPAIR	21411306	5328
911	V02920	R1	P	1	4,415.00	RICOH DIGITAL COPIER SYSTEM	21411306	5260
911	V03115	R1	P	1	1,080.04	OFFICE SUPPLIES	21411306	5201
911	V03115	R1	P	2	112.62	MINOR EQUIPMENT	21411306	5250
911	V03794	R1	P	1	600.00	PROPANE GENERATORS	21411306	5228
911	V03950	R1	P	1	3,790.00	LABOR TO REPLACE EXISTING LIGHTS	21411306	5328
911	V03950	R1	P	2	6,050.00	REPLACEMENT FIXTURES	21411306	5201
911	V04774	R1	P	1	8,577.83	ELECTRIC AT TOWER SITES	21411306	5338
911	V04805	R1	P	1	318.88	AIR CARDS	21411306	5315
911	V04805	R1	P	2	253.01	CML CELL PHONES	21411306	5330
911	V04933	R1	P	1	3,383.00	ELECTRIC AT TOWER SITES	21411306	5338
911	V04961	R1	P	1	2,060.02	ELECTRIC AT TOWER SITES	21411306	5338
911	V05836	R1	P	1	9,000.00	CREDIT CARD PURCHASES	21411306	5200
911	V05836	R1	P	2	2,413.82	CREDIT CARD PURCHASES	21411306	5300
911	V09785	R1	P	1	748.00	SERVICE AGREEMENT	21411306	5320
911	V10757	R1	P	1	3,790.00	EMD TRAINING	21411306	5305
911	V11013	R1	P	1	6,828.76	MISC. EQUIPMENT	21411306	5250
911	V11013	R1	P	2	1,207.42	SUPPLIES	21411306	5201
911	V11013	R1	P	3	300.00	SOFTWARE LICENSES	21411306	5320
911	V11301	R1	P	1	2,500.00	SOFTWARE LICENSE AND TRAINING FOR ADORE	21411306	5320
911	V13982	R1	P	1	4,145.00	BREAKERS	21411306	5260
911	V13982	R1	P	2	50.00	SHIPPING	21411306	5331
911	V15144	R1	P	1	1,997.50	INSTALL ANTENNA FOR OVER THE AIR TV IN 911	21411306	5328
911	V15564	R1	P	1	12,782.00	NETWORK SWITCHES FOR TOWER SITES	21411306	5260
911	V15564	R1	P	2	770.00	SUPPORT 24X7	21411306	5320
911	V20773	R1	P	1	14,092.75	TELEPHONE	21411306	5330
ALUM	V00072	R1	P	1	500.00	PHONE REPAIRS	66211903	5328
ALUM	V04774	R1	P	1	20,000.00	ELECTRIC - OECC AND PUMP STATIONS	66211903	5338
ALUM	V04774	R1	P	2	20,000.00	ELECTRIC - ALUM CREEK AND PUMP STATIONS	66211904	5338
ALUM	V04774	R1	P	3	2,500.00	ELECTRIC - SCIOTO RESERVE AND PUMP STATIONS	66211907	5338
ALUM	V04774	R1	P	4	200.00	ELECTRIC - HOOVERWOODS	66211909	5338
ALUM	V04774	R1	P	5	700.00	ELECTRIC - SCIOTO HILLS & SCIOTO BLUFF	66211910	5338
ALUM	V24080	R1	P	1	21,000.00	ELECTRIC - OECC AND PUMP STATIONS	66211903	5338
ALUM	V24080	R1	P	2	35,000.00	ELECTRIC - ALUM CREEK AND PUJMP STATIONS	66211904	5338
ALUM	V24080	R1	P	3	5,500.00	ELECTRIC - SCIOTO RESERVE AND PUMP STATIONS	66211907	5338
ALUM	V24080	R1	P	4	300.00	ELECTRIC - HOOVERWOODS	66211909	5338
ALUM	V24080	R1	P	5	750.00	ELECTRIC - SCIOTO HILLS	66211910	5338
ALUM	V09682	R1	P	1	1,250.00	RENTAL - AUTO DIALERS	66211903	5335
ALUM	V09682	R1	P	2	1,250.00	RENTAL - AUTO DIALERS	66211904	5335
ALUM	V09682	R1	P	3	500.00	FLOAT SWITCHES	66211903	5201
ALUM	V09682	R1	P	4	500.00	FLOAT SWITCHES	66211904	5201
ALUM	V06369	R1	P	1	500.00	LAB ANALYSIS - OECC	66211903	5301
ALUM	V06369	R1	P	2	300.00	LAB ANALYSIS - ALUM	66211904	5301

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						CREEK		
ALUM	V23466	R1	P	1	650.00	RENTAL & CLEANING OF UNIFORMS	66211901	5336
ALUM	V23466	R1	P	2	350.00	RENTAL & CLEANING OF MATS - OECC	66211903	5328
ALUM	V23466	R1	P	3	350.00	RENTAL & CLEANING OF MATS - ALUM CREEK	66211904	5328
ALUM	V00480	R1	P	1	600.00	SODIUM HYPOCHLORITE	66211907	5290
ALUM	V00557	R1	P	1	20,204.00	BACK UP GENERATOR - SCIOTO RESERVE	66611907	5450
ALUM	V00557	R1	P	2	25,634.00	BACK UP GENERATOR - SCIOTO HILLS	66611910	5450
ALUM	V22541	R1	P	1	300.00	OPERATING SUPPLIES - MAINTENANCE	66211903	5201
ALUM	V22541	R1	P	2	300.00	OPERATING SUPPLIES - MAINTENANCE	66211904	5201
ALUM	V04839	R1	P	1	3,000.00	GAS SERVICE - OECC	66211903	5338
ALUM	V04839	R1	P	2	500.00	GAS SERVICE - ALUM CREEK	66211904	5338
ALUM	V04839	R1	P	3	100.00	GAS SERVICE - SCIOTO RESERVE	66211907	5338
ALUM	V04933	R1	P	1	500.00	ELECTRIC - BENTTREE	66211908	5338
ALUM	V04933	R1	P	2	4,000.00	ELECTRIC - NORTHSTAR & PUMP STATION	66211911	5338
ALUM	V19118	R1	P	1	233,357.78	OECC ROOF REPLACEMENT	66611903	5410
ALUM	V04835	R1	P	1	150.00	WATER - OECC - CMF - LEATHERLIPS	66211903	5338
ALUM	V04835	R1	P	2	650.00	WATER - ALUM CREEK - ALUM CREEK PS - MAXTOWN	66211904	5338
ALUM	V04835	R1	P	3	100.00	WATER - LOWER SCIOTO	66211905	5338
ALUM	V04835	R1	P	4	50.00	WATER - TARTAN	66211906	5338
ALUM	V04835	R1	P	5	400.00	WATER - SCIOTO RESERVE	66211907	5338
ALUM	V04835	R1	P	6	15.00	WATER - HOOVER	66211909	5338
ALUM	V04835	R1	P	7	20.00	WATER - SCIOTO HILLS	66211910	5338
ALUM	V04835	R1	P	8	200.00	WATER - NORTHSTAR & NORTHSTAR PS	66211911	5338
ALUM	D00025	R1	P	1	20,200.00	VEHICLE FUEL AND REPAIRS	66211901	5228
ALUM	D00025	R1	P	2	405.75	VEHICLE LABOR	66211901	5328
ALUM	V01776	R1	P	1	1,312.00	REPAIR OF FLOW METERS	66211901	5328
ALUM	V15888	R1	P	1	1,800.00	LIGHTING REPAIRS - OECC	66211903	5328
ALUM	V15888	R1	P	2	800.00	LIGHTING REPAIRS - LOWER SCIOTO	66211905	5328
ALUM	V15888	R1	P	3	5,615.00	LIGHTING REPAIRS - ALUM CREEK	66211904	5428
ALUM	V19579	R1	P	1	1,000.00	EQUIPMENT REPAIRS - OECC	66211903	5328
ALUM	V19579	R1	P	2	1,000.00	EQUIPMENT REPAIRS - ALUM CREEK	66211904	5328
ALUM	V19579	R1	P	3	2,500.00	SOFTWARE MAINTENANCE - OECC	66211903	5320
ALUM	V19579	R1	P	4	2,500.00	SOFTWARE MAINTENANCE - ALUM CREEK	66211904	5328
ALUM	V03002	R1	P	1	8,700.00	RISER RINGS FOR MANHOLES	66211903	5292
ALUM	V03002	R1	P	2	8,700.00	RISER RINGS FOR MANHOLES	66211904	5292
ALUM	V02712	R1	P	1	4,110.00	PLC FIRMWARE UPGRADE	66211903	5320
ALUM	V02712	R1	P	2	9,590.00	PLC FIRMWARE UPGRADE	66211904	5320
ALUM	V04961	R1	P	1	5,000.00	ELECTRIC - TARTAN AND PACKAGE PLANTS	66211906	5338
ALUM	V04961	R1	P	2	5,000.00	ELECTRIC - LOWER SCIOTO	66211905	5338
ALUM	V24108	R1	P	1	33,433.88	SOFTWARE FOR CAMERA TRUCK	66211901	5320
ALUM	V24108	R1	P	2	675.00	STEEL WHEELS	66211903	5201
ALUM	V24108	R1	P	3	675.00	STEEL WHEELS	66211904	5201
ALUM	V05836	R1	P	1	10,000.00	P-CARD PURCHASES	66211901	5200
ALUM	V05836	R1	P	2	3,000.00	P-CARD PURCHASES	66211901	5300
ALUM	V08433	R1	P	1	57,760.20	2 - G.C 2014SIERRA TRUCKS	66211901	5450
ALUM	V14843	R1	P	1	8,000.00	DISPOSAL OF BIOSOLIDS -	66211903	5380

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						OECC		
ALUM	V14843	R1	P	2	25,000.00	DISPOSAL OF BIOSOLIDS - ALUM CREEK	66211904	5380
ALUM	V14843	R1	P	3	350.00	DISPOSAL OF BIOSOLIDS - TARTAN	66211906	5380
ALUM	V14843	R1	P	4	1,000.00	DISPOSAL OF BIOSOLIDS - SCIOTO RESERVE	66211907	5380
ALUM	V26954	R1	P	1	2,000.00	LOWER SCIOTO	66211905	5338
ALUM	V04150	R1	P	1	5,000.00	ALUM CREEK	66211904	5338
ALUM	V24557	R1	P	1	350.00	LAUNDRY SERVICE	66211901	5328
ALUM	V21545	R1	P	1	18,000.00	BIOXIDE	66211903	5290
ALUM	V21545	R1	P	2	8,500.00	BIOXIDE	66211904	5290
ALUM	V05084	R1	P	1	500.00	PHONE/INTERNET - OECC	66211903	5330
ALUM	V05084	R1	P	2	500.00	PHONE/INTERNET - ALUM CREEK	66211904	5330
ALUM	V04805	R1	P	1	500.00	MIFI SERVICE	66211901	5315
ALUM	V04805	R1	P	2	1,200.00	CELL PHONES	66211901	5330
ALUM	V09104	R1	P	1	18,723.35	PHOTO AND CONTOURS	66211901	5301
ALUM	V21546	R1	P	1	18,650.00	RETAINING WALL - SCIOTO HILLS	66611910	5403
ALUM	V23484	R1	P	1	5,000.00	REBUILD KITS	66211904	5201
ALUM	V23484	R1	P	2	7,500.00	EQUIPMENT REPARTS -	66211904	5428
ALUM	V23484	R1	P	3	9,470.00	PREVENTIVE MAINTENANCE - OECC	66211903	5328
ALUM	V26406	R1	P	1	6,000.00	ATTORNEY FEES - NEGOTIATIONS	66211901	5361
ALUM	V01977	R1	P	1	287,845.00	DEISEL GENERATOR - OECC RES 13-704	66611903	5450
ALUM	V15296	R1	P	1	15,580.00	SLUDGE DISPOSAL	66211903	5380
ALUM	V15296	R1	P	2	27,700.00	SLUDGE DISPOSAL	66211904	5380
CODE	V17076	R1	P	1	4,000.00	TREASURER STATE OF OHIO BBS	10011301	5380
CODE	D00051	R1	P	1	700.00	SOIL AND WATER CONSERVATION DISTRICT	10011301	5301
CODE	V04805	R1	P	1	852.71	VERIZON	10011301	5330
CODE	V08433	R1	P	1	44,435.24	BOB ROSS BUICK INC.	10011301	5450
CODE	V04829	R1	P	1	1,000.00	CITY OF DELAWARE	10011301	5301
CODE	V00238	R1	P	1	500.00	ARCHITECTURE	10011301	5301
SENG	V25901	R1	P	1	400.00	ALUM CREEK ROOF BID - GAZETTE	66211904	5312
SENG	V25901	R1	P	2	700.00	POLYMERS BID - GAZETTE	66211901	5312
SENG	V04882	R1	P	1	1,200.00	ALUM CREEK ROOF BID - DISPATCH	66211904	5312
SENG	V05836	R2	P	1	350.00	MATERIALS AND SUPPLIES - P CARD	66211902	5200
SENG	V05836	R2	P	2	350.00	SERVICES - P CARD	66211902	5300
SENG	V05098	R1	P	1	1,200.00	LOCK BOX SERVICES - DECEMBER 2013	66211901	5328
SENG	V02920	R1	P	1	3,544.00	RICOH MPC 2551 COLOR COPIER	66211901	5260
SENG	V02920	R1	P	2	3,475.60	RICOH MPC 2051 COLOR COPIER	66211901	5260
SENG	V27098	R1	P	1	14,000.00	GROUND PENETRATING RADAR	66211902	5450
RCCN	V22882	R1	P	1	892.50	YEAR END SHREDDING SERVICES	10011103	5301
PBDF	V08523	R1	P	1	86,812.00	PUBLIC DEFENDER PAYMENTS	10011202	5301
ECON	V03115	R1	P	1	2,553.99	OFFICE SUPPLIES	21011113	5201
ECON	V06864	R1	P	1	1,981.60	FAIR HOUSING 2012 FORMULA	23011708	5365
ECON	E01088	R1	P	1	2,062.84	BUSINESS DEVELOPMENT MEALS	21011116	5382
ECON	V25487	R1	P	1	6,126.50	CDBG FY12 PUBLIC NOTICES PUBLICATION	23011708	5312

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ECON	V02405	R1	P	1	19,375.00	TITLE SEARCHES MOVING OHIO FORWARD	22911716	5301
ECON	V13781	R1	P	1	29,650.00	CDBG ADMIN	23011708	5301
ECON	V24622	R1	P	1	20,576.50	ASBESTOS STUDIES MOVING OHIO FORWARD	22911716	5301
ECON	V13781	R1	P	1	23,570.00	MOVING OHIO FORWARD ADMIN	22911716	5301
ECON	V26957	R1	P	1	19,700.00	VILLAGE OF SHAWNEE HILLS SIDEWALK IMP CDBG	23011708	5365
CSEA	D00008	R1	P	1	2,000.00	IV-D CONTRACT	23711630	5360
CSEA	D00025	R1	P	1	3,300.00	POSTAGE	23711630	5331
CSEA	D00030	R1	P	1	18,000.00	IV-D CONTRACT	23711630	5360
CSEA	D00041	R1	P	1	5,000.00	IV-D CONTRACT	23711630	5301
CSEA	D00050	R1	P	1	5,000.00	IV-D CONTRACT	23711630	5301
FACL	V05836	R1	P	1	6,500.00	PROCUREMENT CHARGES FOR MATERIALS	10011105	5200
FACL	V04774	R1	P	1	7,500.00	ELECTRICITY	10011105	5338
FACL	V24080	R1	P	1	14,000.00	ELECTRICITY	10011105	5338
FACL	V04829	R1	P	1	3,500.00	WATER	10011105	5338
FACL	V04839	R1	P	1	4,000.00	GAS	10011105	5338
FACL	V23198	R1	P	1	2,348.00	JANITORIAL SERVICE	10011105	5325
FACL	V23466	R1	P	1	220.00	UNIFORM RENTAL	10011105	5328
FACL	V23466	R1	P	2	560.00	MAT RENTAL	10011105	5336
FACL	V20773	R1	P	1	570.00	TELEPHONE SERVICE	10011105	5330
FACL	V19527	R1	P	1	6,500.00	SNOW REMOVAL SERVICE	10011105	5325
FACL	V25187	R1	P	1	15,441.00	GASOLINE AND DIESEL	10011106	5228
FACL	V01170	R1	P	1	1,500.00	AUTOMOBILE PARTS	10011106	5228
FACL	V15134	R1	P	1	1,378.32	TIRES	10011106	5228
FACL	V14255	R1	P	1	1,425.00	INTERNET AUCTION FEES	10011105	5380
FACL	V01688	R1	P	1	1,500.00	TIRES	10011106	5228
FACL	V25970	R1	P	1	777.33	JANITORIAL SERVICE	10011105	5325
FACL	V00557	R1	P	1	2,327.09	GENERATOR PARTS	10011105	5201
FACL	V00557	R1	P	2	1,365.37	LABOR ON GENERATOR	10011105	5328
FACL	V04842	R1	P	1	760.00	PANIC BUTTONS	10011105	5201
FACL	V04181	R1	P	1	2,442.00	SIGNS	10011105	5284
FACL	V04181	R1	P	1	950.00	LABOR	10011105	5328
JFS	D00003	R1	P	1	23,860.00	CLUSTER AGREEMENT	22511607	5342
JFS	D00060	R1	P	1	1,350.00	DATA JARC TRAVEL	22411601	5355
JFS	D00060	R1	P	1	4,700.00	CLIENT TRANSPORTATION	22411601	5355
JFS	T08150	R1	P	1	5,000.00	CLIENT TRAVEL	22411601	5348
JFS	T08674	R1	P	1	52,000.00	RESIDENTIAL TREATMENT	22511607	5342
JFS	T16883	R1	P	1	4,000.00	BOARD AND CARE	22511607	5350
JFS	V02180	R1	P	1	33,303.11	JOBS FOR OHIO GRADUATES	22311611	5348
JFS	V02212	R1	P	1	360.00	DAYCARE	22511607	5348
JFS	V03115	R1	P	1	3,000.00	SUPPLIES/OVERHEAD BINDER BIN	22411605	5201
JFS	V04473	R1	P	1	700.00	INTERPRETER SERVICES	22411601	5301
JFS	V04625	R1	P	1	400.00	TRANSPORTATION REQUEST FORMS	22411605	5313
JFS	V04805	B3	P	1	720.00	TELEPHONE BILL	22411604	5330
JFS	V04805	C2	P	1	761.00	SERVICE /APPLE IPADS	22511607	5330
JFS	V04834	S1	P	1	4,140.00	ABLE	22411601	5348
JFS	V05437	R1	P	1	840.00	CHILDCARE	22511607	5348
JFS	V06290	R1	P	1	1,098.00	CHILDCARE	22511607	5348
JFS	V06321	B5	P	1	2,000.00	VOIP/COLLABOR8	22411605	5301
JFS	V07951	R1	P	1	411.24	CAR REPAIR	22411602	5348
JFS	V09930	R1	P	1	4,200.00	CLIENT TRANSPORTATION (TAXI)	22411601	5355
JFS	V14805	R1	P	1	1,500.00	INTERIM STAFF	22411601	5301
JFS	V15203	R1	P	1	880.00	DAYCARE	22511607	5348
JFS	V16742	R1	P	1	411.00	CAR REPAIR	22411602	5348

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JFS	V17173	R1	P	1	784.24	IV E CONTRACT MONITORING	22511607	5301
JFS	V20773	R1	P	1	810.00	TELE74083323000124125	22411605	5330
JFS	V20949	R1	P	1	400.00	CPR/FIRST AID TRAINING	22411606	5348
JFS	V23137	R1	P	1	400.00	COLLABOR8 CALL CENTER	22411601	5301
JFS	V23765	R1	P	1	900.00	COLLABOR8 PHONE SERVICE	22411601	5330
JFS	V25959	R1	P	1	1,500.00	INTERIM STAFF	22311614	5301
JFS	V25959	R1	P	2	1,500.00	CALLOS	22411601	5301
JFS	V26406	R1	P	1	5,000.00	PROFESSIONAL SVCS	22411605	5361
JFS	V26923	R1	P	1	78,495.00	5 FORD FOCUS	22511607	5450
HR	V01277	R1	P	1	2,000.00	FISHEL HASS KIM LLP- HR LEGAL SERVICES	10011108	5361
HR	V01710	R1	P	1	350.00	GRANT RIVERSIDE METH HOSPITAL- DRUG SCREENS	10011108	5342
HR	V08872	R1	P	1	3,000.00	OHIO DEPT OF JOB & FAMILY SERVICES- UNEMP	10011108	5370
HR	V09079	R1	P	1	350.00	OCE IMAGISTICS INC- MAINTENANCE FEE	10011108	5325
HR	V21122	R1	P	1	800.00	OHIO COMMUNITY MEDIA LLC- GAZETTE	10011108	5312
HR	V04797	R1	P	1	700.00	STATE OF OHIO TREASURER- BACKGROUND CHECKS	10011108	5380
HR	V01277	R1	P	1	1,000.00	FISHEL HASS KIM LLP- WC LEGAL SERVICES	61311923	5361
HR	EFT000077	R1	P	1	30,000.00	COMPANAGEMENT INC/SEDGWICK CMS- WC CLAIMS	61311923	5370
HR	D00050	R1	P	1	350.00	SHERIFFS OFFICE	10011108	5380
HR	V25973	R1	P	1	350.00	CASTLE BRANCH INC	10011108	5380
HR	V02369	R1	P	1	350.00	LABORATORY CORP OF AMERICA HOLDINGS	10011108	5342
HR	V05836	R1	P	1	3,500.00	PNC BANK	10011108	5200
HR	V05836	R1	P	2	850.00	PNC BANK	10011108	5300
HR	V11022	R1	P	1	4,550.96	CORSA DEDUCTIBLES	60111901	5370
HR	V13375	R1	P	1	9,239.78	21-20 DEER HIT	60111901	5370
HR	V18833	R1	P	1	9,989.00	STORM DAMAGE; CONTROLLER REPLACEMENT	60111901	5370
HR	V05836	R1	P	1	0.00	PCARD MATERIALS	60111901	5200
HR	V05836	R1	P	2	9,633.98	PCARD SERVICES	60111901	5300
HR	V05836	R1	P	1	9,866.14	WELLNESS SUPPLIES	60211924	5200
HR	V05836	R1	P	2	3,500.00	WELLNESS SUPPLIES	60211924	5300
HR	V05836	R1	P	1	0.00	PCARD MATERIALS	61311923	5200
EMS	V20773	R1	P	1	470.09	FRONTIER	10011303	5330
EMS	V04839	R1	P	1	643.65	COLUMBIA GAS	10011303	5338
EMS	V04829	R1	P	1	378.01	CITY OF DELAWARE	10011303	5338
EMS	V07996	R1	P	1	3,225.09	JOHN DEERE FINANCIAL	10011303	5228
EMS	V04961	R1	P	1	767.01	OHIO EDISON	10011303	5338
EMS	V03115	R1	P	1	575.05	OFFICE CITY EXPRESS	10011303	5201
EMS	V03115	R1	P	2	607.64	OFFICE CITY EXPRESS	10011303	5250
EMS	V04805	R1	P	1	768.92	VERIZON	10011303	5315
EMS	V02435	R1	P	1	1,309.04	LEO MEYERS UNIFORMS	10011303	5225
EMS	V09816	R1	P	1	434.80	GEER GAS CORPORATION	10011303	5243
EMS	V04774	R1	P	1	1,839.19	AMERICAN ELECTRIC POWER	10011303	5338
EMS	V09292	R1	P	1	750.00	FERNO WASHINGTON INC.	10011303	5201
EMS	V03156	R1	P	1	770.50	OHIO COMMERCIAL DOOR	10011303	5328
EMS	V02464	R1	P	1	20,000.00	LIBERTY TOWNSHIP FIRE DEPT.	10011303	5345
EMS	V14152	R1	P	1	4,793.88	COPIER RESOURCES INC.	10011303	5260

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

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**RESOLUTION NO. 13-1304**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM VENTURES53 RESTAURANTS LLC (DBA SMASHBURGER) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Ventures53 Restaurants LLC (DBA Smashburger) has requested a new B permit located at 8715 Owenfield Drive, Lewis Center, OH 43035 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 13-1305**

**IN THE MATTER OF APPROVING THE ESCROW AGREEMENT FOR THE PROJECT KNOWN AS THE RAVINES AT ALUM CREEK, SUPERSEDING AGREEMENT DATED OCTOBER 27, 2011 AND RELEASING THE LETTER OF CREDIT CURRENTLY IN PLACE BETWEEN T&R PROPERTIES, INC.; THE COUNTY OF DELAWARE; AND DELAWARE COUNTY BANK AND TRUST COMPANY FOR THE RAVINES AT ALUM CREEK:**

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

Whereas, the County Engineer recommend approval of the following Escrow Agreement Guaranteeing Subdivision Improvements;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Escrow Agreement Guaranteeing Subdivision Improvements:

**ESCROW AGREEMENT GUARANTEEING SUBDIVISION IMPROVEMENTS**

THIS ESCROW AGREEMENT made and entered into as of the day and year last below written by and between **T&R Properties, Inc.**, herein called DEVELOPER and the **COUNTY OF DELAWARE**, herein called COUNTY, and Delaware County Bank and Trust Company, herein called ESCROW AGENT, herein after Agreement. This Agreement supersedes the prior Escrow Agreement and Standby Letter of Credit Guaranteeing Subdivision Improvements between the parties and dated October 27, 2011, and said Standby Letter of Credit is hereby released.

RECITALS:

WHEREAS, the DEVELOPER has submitted plans, information and data to the COUNTY for the creation and development of a project/subdivision to be known as The Ravines at Alum Creek (the "SITE"), and requested approval of the same by COUNTY; and  
 WHEREAS, the development plans for the SITE have been approved by the COUNTY'S Planning and Zoning Commission and/or the COUNTY Engineer, and the DEVELOPER has engaged Floyd Brown Company, a qualified, licensed engineer to reasonably estimate and determine that the cost of construction, installation and completion of the improvements of the aforesaid SITE (the IMPROVEMENTS) to be the sum of \$1,583,200 and the COUNTY Engineer has approved the aforesaid estimated cost of construction; and  
 WHEREAS, the DEVELOPER has the COUNTY's approval of a Record Plat and seeks COUNTY's approval of certain improvements to the property; and  
 WHEREAS, the Ohio Revised Code and COUNTY's regulations require that the DEVELOPER must establish a satisfactory security to guarantee the satisfactory construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited the sum of \$1,583,200.00 with ESCROW AGENT (herein after the ESCROW SUM), in lawful money of the United States of America, as an escrow guaranteeing the construction, installation and completion of the IMPROVEMENTS of the aforesaid development/subdivision, all in accordance with the approved site improvement construction plans therefore and the ordinances of the COUNTY regulating the same. The parties acknowledge and agree that all cash sums deposited herewith must be drawn on by COUNTY pursuant to the terms of this agreement.



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2. That the ESCROW SUM shall guarantee the construction, installation, and completion of the IMPROVEMENTS associated with the SITE in accordance with the approved cost estimate by Floyd Brown Group, dated 7/18/2011, a copy of which is attached hereto and made a part hereof as "Exhibit A", and as per plans and specification for the SITE which have been filed with COUNTY and have been approved by the COUNTY Engineer.
3. That the DEVELOPER guarantees that all required IMPROVEMENTS, which have not been installed to date, will be installed constructed and completed within one (1) year from date of the issuance by the COUNTY of a construction permit (the "COMPLETION DATE"), and the DEVELOPER shall appoint a qualified, licensed engineer to supervise the construction, installation and completion of the IMPROVEMENTS and shall furnish to the COUNTY upon the completion of the IMPROVEMENTS a Certificate of Completion by said appointed engineer. Certificate of Completion shall be in the form attached hereto as "Exhibit B".
4. That prior to a request for escrow release, the DEVELOPER shall make a written request for inspection of the improvements for which escrow is being held. The COUNTY shall inspect each category of IMPROVEMENTS identified in the written request for an inspection within twenty (20) business days after the COUNTY's receipt of a written request for such inspection(s). In the event COUNTY determines that any of the IMPROVEMENTS are deficient in any respect, COUNTY will issue a written notice to DEVELOPER specifying the deficiency(s) ("DEFICIENCY NOTICE"). If DEVELOPER has not, within fifteen (15) days after the date on which such DEFICIENCY NOTICE is received by DEVELOPER, begun and diligently and with all best efforts pursued correction of all deficiency(s) noted, then COUNTY may without any further notice to DEVELOPER being necessary, issue a DRAW REQUEST (as specified below) to ESCROW AGENT in the form of "Exhibit C", in such amount as COUNTY deems necessary to correct such deficiency(s) or to protect COUNTY from damages resulting from such deficiency(s), provided, however, that any and all obligations(s) of the DEVELOPER shall be temporarily suspended during any periods when the DEVELOPER is unable to comply with such requirement(s) of this ESCROW AGREEMENT by reason of Acts of God, public enemy, fire, floods, accidents, civil commotion, closing of public highways, governmental interference or regulations or other contingencies, similar or dissimilar to the foregoing, which are beyond the reasonable control of the DEVELOPER other than the lack or inability to provide funds or labor disputes (whether or not within the reasonable control of the DEVELOPER). COUNTY shall also send a copy of each such DEFICIENCY NOTICE to the ESCROW AGENT.
5. Upon execution of this Agreement DEVELOPER and COUNTY shall designate such person or persons or designated official position who/which may submit a DRAW REQUEST or otherwise provide directions or instructions to ESCROW AGENT regarding this Agreement.
6. ESCROW AGENT shall only release or disburse the ESCROW SUM or portion thereof upon receipt of and in the amount set forth in a written authorization from the COUNTY Engineer; which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said IMPROVEMENTS. As the work progresses under the supervision of a qualified, licensed engineer, said licensed engineer shall certify to the COUNTY that such work and materials are in conformance with the COUNTY Ordinances and Standards relating thereto.
7. Provided, however, that 10% of the total monies estimated for the IMPROVEMENTS, being \$158,200, which are to be dedicated to the COUNTY for maintenance shall be retained in escrow for a period of one (1) year from the date of acceptance of the IMPROVEMENTS.
8. Upon completion of the IMPROVEMENTS and acceptance by the COUNTY, COUNTY shall issue a notice of the same (the "ACCEPTANCE LETTER") to DEVELOPER and ESCROW AGENT whereby ESCROW AGENT shall release all remaining ESCROW SUMS being held by ESCROW AGENT to DEVELOPER.
9. All invoices for COUNTY engineering inspections shall be paid by the DEVELOPER within thirty (30) days of the date of the invoice.
10. In addition to all other remedies available hereunder, in the event that DEVELOPER shall abandon the development of the SITE or fail to complete the Improvements prior to the COMPLETION DATE, whichever shall occur first, the COUNTY may thereafter complete, or have completed, said IMPROVEMENTS and may apply the remaining ESCROW SUM therefore by delivering to the ESCROW AGENT a DRAW REQUEST in the form of "Exhibit D" and the appropriate signed form of certificate of drawing referenced therein. DEVELOPER further agrees to indemnify and hold harmless the COUNTY from and of any and all costs and expenses incurred by the COUNTY in completing the IMPROVEMENTS, including, but not limited to, the payment of any transfer charge.
11. That, unless written authorization to the contrary is given by the COUNTY Engineer, in the event that the DEVELOPER sells SITE, or portions thereof to a purchaser, the DEVELOPER shall make the establishment of a replacement escrow by said purchaser a requirement of the sale of said SITE. The establishment of said replacement escrow by said purchaser shall be in accordance with the provisions of the COUNTY Ordinances and this ESCROW AGREEMENT.
12. That the COUNTY hereby accepts this agreement as a satisfactory escrow agreement under the provisions and any requirements of the COUNTY's Ordinances.
13. All notices required herein will be provided to the addresses listed below.
14. All IMPROVEMENTS to the SITE shall be complete in compliance with Section 5525 of the Ohio Revised Code and shall further comply with all other federal state and local zoning and constructions requirements.
15. ESCROW AGENT shall be paid a fee of \$1,000.00 per year, or part thereof for acting as the escrow agent. DEVELOPER shall be responsible to pay ESCROW AGENT the escrow fee in advance. DEVELOPER shall pay any such fees from separate funds. In the event DEVELOPER fails to pay such

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ESCROW AGENT fees timely, all parties acknowledge that ESCROW AGENT may withdraw such fee from the ESCROW SUMS.

16. ESCROW AGENT shall establish an interest bearing account or a U.S. Government money market account with Federated Investors through its trust department. Interest will be paid on the ESCROW SUMS in the amount of monthly interest as paid to the Escrow Agent by Federated Investors. Interest will be computed from the time the ESCROW SUMS are placed in escrow until said funds are disbursed pursuant to this Agreement.
  - a. The Escrow Agent shall not:
    - i. Incur any liability whatsoever except for willful misconduct or gross negligence so long as the Escrow Agent shall have acted in good faith; or
    - ii. Have any obligation in respect of the ESCROW SUMS, other than to faithfully follow the provisions of the Agreement; or
    - iii. Be required to institute legal proceedings of any kind. In the event that any legal action is instituted against the Escrow Agent in its capacity as Escrow Agent, the Escrow Agent may interplead in such action and may deposit with the Court in which such action is pending the Escrow Sums which is the subject of such action, and, in such event, the Escrow Agent shall thereupon be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement in respect to such finds so deposited with said Court.
17. All parties acknowledge and agree that the prior Standby Letter of Credit dated October 27, 2011 is hereby released.

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

**RESOLUTION NO. 13-1306**

**IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND PROFESSIONAL SERVICES PROVIDER THE CALLOS COMPANIES FOR INTERIM STAFFING:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract with Callos Companies for Interim Staffing;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Callos Companies for Interim Staffing:

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement"), is made and entered into this 2<sup>nd</sup> day of January 2014, by and between THE CALLOS COMPANIES, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

**Background**

CALLOS is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "CALLOS consultants"). DCDJFS is in need of the services of CALLOS. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

**Terms**

**1. Scope of Services.** This agreement shall be in effect from January 2, 2014 through December 31, 2014 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

**2. Fees.** DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees in fulfilling the DCDJFS Job Order as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

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**3. Payment of Fees.** CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$25,200.00.

**4. Termination of Work Orders.** All work performed by CALLOS consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by CALLOS employees under the Job Order is unsatisfactory, DCDJFS may request CALLOS to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to CALLOS appropriate representative. CALLOS shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay CALLOS for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

**5. Replacement.** If an CALLOS employee leaves the employ of CALLOS or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, CALLOS shall use reasonable efforts to replace such person with another of similar qualifications.

**6. Advertising.** CALLOS shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

**7. Severability.** If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

**8. Entire Agreement; Amendment.** This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

**9. Assignment.** Neither DCDJFS nor CALLOS will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

**10. Waiver.** No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

**11. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

**12. Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

**13. Relationship of Parties.** CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of CALLOS and is thus prohibited from converting or transferring the employment of any CALLOS employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified CALLOS representative.

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CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

**14. Attorney's Fees and Costs.** In the event of any dispute arising out of or related to this Agreement (and its exhibits), each party shall be responsible for its own costs and attorney's fees.

**15. Duly Authorized Signatures.** CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

**16. 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.

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

**18. Findings for Recovery.** CALLOS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**19. Non-Discrimination.** CALLOS shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. CALLOS shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

**20. DCDJFS Indemnification.** To the fullest extent permitted by law, CALLOS agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers ("Indemnified Parties") free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to CALLOS's performance of or the performance of CALLOS's employees pursuant to this Agreement. CALLOS shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of CALLOS's performance of or the performance of CALLOS's employees pursuant this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

CALLOS 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 CALLOS or its employees.

**21. Insurance:** CALLOS shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, 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, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

**22. Access to and Retention of Records:** At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or

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individual authorized by DCDJFS or the Board may deem necessary, CALLOS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by CALLOS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

CALLOS, 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 performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, CALLOS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

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

**23. Termination:**

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this 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. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

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 either Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the DCDJFS and the Board shall be authorized in writing and signed by a quorum of the Board.

**24. 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, to the following individuals at the following addresses and shall be effective on the date received :

County:

Shancie Jenkins  
Director  
Delaware County Department of Job and Family Services  
140 North Sandusky Street, 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

Fax: (740) 833-2299

CALLOS

6547 E. Livingston Ave.  
Reynoldsburg, OH 43068

Fax: (614)575-8612

**25. Drug-Free Workplace:** CALLOS agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. CALLOS shall make a

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good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**26. 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.

**Exhibit A  
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided:  
  
Per Agreed Work Order
4. CALLOS Employee Name: To be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate Per Agreed Work Order Plus 26%

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated March 16, 2011 between CALLOS and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

DCDJFS NAME:	CALLOS:
BY: _____	BY: _____

All communication should be directed to CALLOS at the address as follows:

**CALLOS**  
**6547 East Livingston Ave., Reynoldsburg, OH 43068**  
**Ph: (614)575-4900**  
**Fax: (614)575-8612**

**Exhibit B  
Proposal to:**

Delaware County Job & Family Services  
**140 N. Sandusky St.**  
**Delaware, OH 43015**  
**(740) 833 - 2335**

Submitted By: Brian Neal  
6547 E. Livingston Ave.  
Reynoldsburg, OH 43068  
Ph. (614) 575 - 4900  
Fax (614) 575 - 8612  
Cell (614) 571 - 7152  
[bneal@callos.com](mailto:bneal@callos.com)  
April 1, 2010

**THE COMPANY**

**Established in 1965, The Callos Companies provide a variety of services including:**

- Temporary Employees
- Payroll Services
- Employee Leasing
- Executive Recruiting and Placement
- Outplacement Service
- Risk Management
- Contract Services
- Insurance/Financial Services

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**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

**HISTORY OF COMPANY**

- The Callos Companies employed over 16,000 associates last year.
- The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

**RECRUITMENT EFFORT**

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

- Advertising
- Employee Referrals
- Recruiting Sessions at Local Colleges and Vocational Schools
- Customer Referrals
- On-site Recruits
- Vendor on Premises Staffing
- Internet/Job Posting

**TESTING, INTERVIEWING AND INDOCTRINATION**

- Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- Light industrial employees are given a general math, measurement, and comparison test
- **\*\*Custom testing can be arranged at the customer's request.\*\***
- As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, FREE OF CHARGE.
- Each employee is interviewed in depth.
- A reference check is conducted by our office staff on every employee.
- Clerical candidates are tested using the Kenexa Prove It.
  - Over 400 Tests including clerical, software, technical, industrial, call center and more.
  - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
  - Kenexa Prove It! delivers measurable results in a variety of categories:
    - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
    - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
    - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
    - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

**MANDATE**

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

**QUALITY CONTROL**

- Arrival check
- Quality check calls
- Customer comment cards

**TERMS AND CONDITIONS**

**Rate Increases**

- The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- Rates subject to change upon one payroll period's notice

**Indemnity**

Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client

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company's premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

**Separation – Liquidation**

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee's last day worked. The fee structure follows:

**For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:**

- |                           |              |
|---------------------------|--------------|
| • Blue collar temporaries | \$5.00/hour  |
| • Clerical/secretary      | \$7.50/hour  |
| • Professional            | \$10.00/hour |

**Overtime**

- The work week for The Callos Companies is Sunday through Saturday
- Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

**Invoicing and Management Reports**

- You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- Customize our invoices to assist with labor cost analysis.
- Invoices are due upon receipt.
- Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- **Non-exempt clients will also see a separate charge for sales service tax.**

**CALLOS WEB CENTER**

Callos staffing clients have access to our Web Center Portal which provides real-time access to information. Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

- Time sheet details
- Assignment start and end dates
- Pay history by employee
- Paid hours by department
- Invoice detail
- Overtime by department
- Customized management reports

**TAX AND RECORD KEEPING LIABILITY**

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

**EMPLOYEE BENEFITS**

Employee benefits attract better quality employees and improve retention. Qualifying temporaries enjoy paid vacation, holiday pay, and bonuses. Our employee benefits package is outlined below:

- Vacation pay – Employees working over 2,000 hours in a 12-month period at the same client location will receive one (1) week paid vacation. The time worked must be consecutive with no lay offs or other breaks in employment. The calendar period begins with the first day worked which is considered the associate's anniversary date. The maximum on this benefit is one (1) week of vacation within one (1) calendar year.
- Holiday pay – Employee must have 2,000 total hours in a 12-month period (at the same client location), and work the scheduled days before and after the holiday. The time paid will be a regularly hour rate.

**The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:**



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- Affordable limited group health insurance
- \$15 office visit co-pay with a national network
- Includes prescription drug coverage
- Guaranteed insurability – no medical questions
- Optional dental, short term disability & term life insurance

**BONUSES FOR TEMPORARY EMPLOYEES**

- Employee Referral Bonus of \$25.00 will be paid to an employee if one refers another qualified temporary to us and they work 100 hours as a Callos employee.
- Safety Incentive Program Bonuses – Any temporary employee working on a light industrial assignment for a total of 1,000 hours in a 6-month period with no accidents reported will receive \$25.00 bonus.
- Any temporary employee working on a light industrial assignment for a total of 2,000 hours in a twelve (12) month period with no accidents reported will receive a \$50.00 bonus.

**Payroll Temporary Proposal**

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

- Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.
- Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.
- Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- Retain consultants and independent contractors without paperwork.
- Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

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

**RESOLUTION NO. 13-1307**

**IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN DELAWARE COUNTY AND AVIAT NETWORK FOR THE COUNTYWIDE MICROWAVE COMMUNICATIONS SYSTEM UPGRADE:**

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

WHEREAS, on or about October 17, 2013, the Delaware County Board of Commissioners (the "Board") entered into a contract with Aviat Network for the Countywide Microwave Communications System Upgrade; and

WHEREAS, the Board and Aviat Network have negotiated a reduction in price due to the removal of unnecessary equipment; and

WHEREAS, the 9-1-1 Communications Director and Systems Manager recommend approval of the change order reflecting the reduction in price and removal of unnecessary equipment;

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

Section 1. The Board hereby approves the following change order to the contract with Aviat Network:

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5200 Great America Parkway  
Santa Clara, CA 95054  
408-567-7000

**CHANGE ORDER FORM**

**DELAWARE COUNTY 911 CENTER**  
IP Overbuild  
NA130806-27190

This amendment hereby modified and amends the contract/purchase order ("Agreement") between Aviat Networks, DELAWARE COUNTY 911 CENTER, also referred to as "Parties" as follows:

These products <and/or> services are hereby <added/deleted> to the Agreement between the Parties at the specified prices and all other terms and conditions remain unchanged.

Customer:	DELAWARE COUNTY 911 CENTER	Contract #:	P1305373
Phone:	740-833-2057	Contract Date:	10/17/13
Fax:		Change Order #:	1
Email:	PBrandt@co.delaware.oh.us	Aviat SO #:	2400098

Line #	Description	QTY +/-	Unit Price	Ext Price +/-
1	Original Quote 1-79GXWO-A2	1	512,323	
2	Change 1	1	482,663	-29,660
3				
4				
5				
6				
7				
8				
9				
Subtotal Booking				\$-29,660
Tax (as applicable)				\$0
Freight				\$0
Other				\$0
<b>TOTAL THIS CHANGE</b>				<b>\$-29,660</b>

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

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

**RESOLUTION NO. 13-1308**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR TRAILS END SECTION 1:**

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

Whereas, the construction of new sanitary sewers at the Trails End Section 1 have been completed to meet sewer district requirements; and

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

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

<b>Trails End Section 1</b>	1,512' of 15-inch sewer	\$272,181.91
	3,807' of 8-inch sewer	\$374,337.89
	21 ea.- manholes	\$ 74,060.00

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

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

**RESOLUTION NO. 13-1309**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR COURTYARDS OF POWELL, PHASE 2 AND NORTHGATE II, RESUBDIVISION OF PORTIONS OF LOTS 5225 AND 5226 OF NORTHGATE (GOODWILL STORE):**

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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 agreements for Courtyards of Powell, Phase 2 and Northgate II, Resubdivision of Portions of Lots 5225 and 5226 of Northgate (Goodwill Store);

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Courtyards of Powell, Phase 2 and Northgate II, Resubdivision of Portions of Lots 5225 and 5226 of Northgate (Goodwill Store):

**Courtyards Of Powell Phase 2**

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

THIS AGREEMENT executed on this 19th day of December 2013, by and between **EPCON LIBERTY, LLC** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **COURTYARDS OF POWELL PHASE 2**, Plat or Sewer Easements Record on Said Development Parcel 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 **13.0** 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 or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are 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 **COURTYARDS OF POWELL PHASE 2**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$45,689**) 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.

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 (**\$1600.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3655.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE

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COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

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

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

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

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

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.

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**Northgate II, Resubdivision Of Portions Of Lots 5225 And 5226 Of Northgate**

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

THIS AGREEMENT executed on this 19th day of December 2013, by and between **ROMANELLI, GW LLC** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **NORTHGATE II, RESUBDIVISION OF PORTIONS OF LOTS 5225 AND 5226 OF NORTHGATE** 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 **0** 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 **GOODWILL STORE –NORTHGATE WAY**, 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 (**\$31,800**) 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 (**\$1113.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2550.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE

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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:

- 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.

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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 Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

**RESOLUTION NO. 13-1310**

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE SUPPLY OF CALCIUM NITRATE, DCES CONTRACT #14-01 BY THE DIVISION OF ENVIRONMENTAL SERVICES:**

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

Whereas, the Division of Environmental Services desires to purchase calcium nitrate to be used within the collection system of the Delaware County Regional Sewer District, and;

Whereas, Sewer District staff has developed the contract documents and technical specifications for the needed calcium nitrate.

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

Section 1: The specifications for the project known as Supply of Calcium Nitrate are hereby approved, and;

Section 2: The Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS**

**County of Delaware**  
Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

SEALED BIDS for **SUPPLY OF CALCIUM NITRATE, DCES CONTRACT #14-01** will be received by the County of Delaware, Ohio at the Office of the Delaware County Sanitary Engineer, 50 Channing Street (South Wing), Delaware, Ohio until **2:00 P.M.** local time on **Tuesday, January 21st, 2014**, and then at said Office publicly opened and read aloud.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$1,000 made payable to Delaware County, Ohio.

The Bidder shall furnish all labor and material for the supply of Calcium Nitrate to the Delaware County Regional Sewer District, Delaware County, Ohio.

THE CONTRACT DOCUMENTS may be examined during normal business hours Monday through Friday from 8:00 am to 5:00 pm at the following location(s):

Delaware County Sanitary Engineer's Office  
50 Channing Street  
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer, 50 Channing Street (South Wing), Delaware, Ohio free of charge on or after December 26, 2013 at 9:00 A.M.

Questions about the project may be directed in writing to Matthew J. Lambert via email at [mlambert@co.delaware.oh.us](mailto:mlambert@co.delaware.oh.us).

A pre-bid meeting is scheduled for Tuesday, January 7, 2014 at the Alum Creek Water Reclamation Facility, 7767 Walker Woods Boulevard, Lewis Center Ohio, 43035 at 10:00 A.M. Attendance at the meeting is not required to bid.

The Board of County Commissioners reserves the right to reject any and all BIDS, in whole or in part, to waive

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any informality in any or all bids, and/or to award to the lowest and best BIDDER. Bids shall be submitted in a sealed envelope marked “**Sealed Bid for Supply of Calcium Nitrate, DCES Contract #14-01**”

By ORDER of the Board of County Commissioners.

This 19th day of December, 2013.

The Bid will be advertised December 23, 2013 and December 30, 2013 in the Delaware Gazette and continuously on the Delaware County website ([www.co.delaware.oh.us/](http://www.co.delaware.oh.us/)).

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

**RESOLUTION NO. 13-1311**

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE SUPPLY OF VARIOUS EMULSION POLYMERS, DCES CONTRACT #14-02 BY THE DIVISION OF ENVIRONMENTAL SERVICES:**

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

Whereas, the Division of Environmental Services desires to purchase various polymers to be used within the treatment facilities of the Delaware County Regional Sewer District, and;

Whereas, Sewer District staff has developed the contract documents and technical specifications for the needed polymers.

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

Section 1: The specifications for the project known as Supply of Various Emulsion Polymers are hereby approved, and;

Section 2: The Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS**

**County of Delaware**  
Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

SEALED BIDS for **SUPPLY OF VARIOUS EMULSION POLYMERS, DCES CONTRACT #14-02** will be received by the County of Delaware, Ohio at the Office of the Delaware County Sanitary Engineer, 50 Channing Street (South Wing), Delaware, Ohio until **11:00 A.M.** local time on **Wednesday, January 22nd, 2014**, and then at said Office publicly opened and read aloud.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$1,000 made payable to Delaware County, Ohio.

The Bidder shall furnish all labor and material for the supply of various emulsion polymers to the Delaware County Regional Sewer District, Delaware County, Ohio.

THE CONTRACT DOCUMENTS may be examined during normal business hours Monday through Friday from 8:00 am to 5:00 pm at the following location(s):

Delaware County Sanitary Engineer's Office  
50 Channing Street  
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer, 50 Channing Street (South Wing), Delaware, Ohio free of charge on or after December 26, 2013 at 9:00 A.M.

Questions about the project may be directed in writing to Matthew J. Lambert via email at [mlambert@co.delaware.oh.us](mailto:mlambert@co.delaware.oh.us).

A pre-bid meeting is scheduled for Wednesday, January 8, 2014 at the Alum Creek Water Reclamation Facility, 7767 Walker Woods Boulevard, Lewis Center Ohio, 43035 at 10:00 A.M. Attendance at the meeting is not required to bid.



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The Board of County Commissioners reserves the right to reject any and all BIDS, in whole or in part, to waive any informality in any or all bids, and/or to award to the lowest and best BIDDER. Bids shall be submitted in a sealed envelope marked **“Sealed Bid for Supply of Various Emulsion Polymers, DCES Contract #14-02”**

By ORDER of the Board of County Commissioners.

This 19th day of December, 2013.

The Bid will be advertised December 23, 2013 and December 30, 2013 in the Delaware Gazette and continuously on the Delaware County website (www.co.delaware.oh.us/).

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

**RESOLUTION NO. 13-1312**

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO:**

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

Whereas, the Director of Environmental Services recommends approval of the Memorandum Of Understanding;

Therefore, Be It Resolved the Board of Commissioners approves the Memorandum Of Understanding:

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO  
DATE: December 19, 2013**

The above, being parties to a Collective Bargaining Agreement, have agreed to the following:

1. Severe Emergency Situation. At the discretion of the Director, or his/her designee, whenever there is the need for three (3) or more bargaining unit employees at “a severe emergency situation” and three (3) or more bargaining unit employees are ordered to work outside their normally scheduled work hours for the severe emergency situation, such employees will be paid at the rate of one and one-half (1.5) times their regular rate of pay for hours actually worked outside their normally scheduled work hours. Any hours within their normally scheduled work hours shall be paid at the regular rate of pay.
2. Rest Period. Employees who are required to work sixteen (16) or more continuous hours may elect, or be required, to take a rest period. Rest periods shall not exceed eight (8) hours and the employee taking the rest period shall be paid, as hours worked, for any hours of the rest period that overlaps their normally scheduled work hours. Rest period hours in an employee’s normally scheduled work hours shall be paid at the regular rate of pay. Any hours of normally scheduled work hours that do not overlap the rest period may be worked by the employee or the employee may use vacation leave or compensatory time for their normally scheduled work hours.
3. Compensation. Employees who are designated as “on call” shall be paid for each of the periods as follows:
  - Weekend – Two Hundred (\$200) Dollars
  - Full Day Holiday – One Hundred (\$100) Dollars
  - Half Day Holiday – Fifty (\$50) Dollars
  - Designated On Call Assignment – Seventy Five (\$75) Dollars

Weekends shall be defined as: End of scheduled shift on Friday to beginning of scheduled shift on Monday for employee designated as “on call”

Holidays shall be defined as: The holiday schedule contained in Article 18 of the CBA.

Designated on call assignment shall be defined as: Those dates as assigned by the Director or his/her designee.

Expiration. This Memorandum of Understanding will expire on December 31, 2016

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

**RESOLUTION NO. 13-1313**

**IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

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WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the terms for two members of the Board of Directors are expiring on December 31, 2013;

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

Section 1. The Board of Commissioners hereby approves the appointment of David Stadge and Kevin Hennessy as members to the Delaware County Finance Authority Board of Directors for the terms commencing on January 1, 2014 ending on December 31, 2017.

Section 2. The appointments approved herein shall be effective on January 1, 2014.

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

**RESOLUTION NO. 13-1314**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Director of Emergency Medical Services recommends accepting the voluntary resignation of Michael Maher from the EMS department; effective July 1, 2013.

Therefore Be it Resolved, the Board of Commissioners accepts the voluntary resignation of Michael Maher from the EMS department; effective July 1, 2013.

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

**RESOLUTION NO. 13-1315**

**IN THE MATTER OF APPLYING FOR AUTHORIZATION TO EMPLOY LEGAL COUNSEL TO ASSIST THE BOARD:**

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

WHEREAS, the Board of Commissioners (the "Board") desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of Fishel Hass Kim Albrecht LLP (the "Firm"), such legal services to be in the nature of advice, representation, and assistance in matters of public business coming before the Board and in the prosecution of actions or proceedings in which the Board is a party or has an interest, in its official capacity;

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

Section 1. The Board, in conjunction with the Prosecuting Attorney, hereby makes the following application to the Court of Common Pleas for authorization to employ the Firm to assist the Board:

Now come the Delaware County Prosecuting Attorney (the "Prosecutor") and the Delaware County Board of Commissioners (the "Board") (collectively the "Applicants") and, pursuant to R.C. 305.14(A), jointly move this Court to authorize the Board to employ Fishel Hass Kim Albrecht LLP (the "Firm") as legal counsel to assist the Board. Such employment would be for the purposes of providing advice, representation, and assistance related to labor and employment matters as the Applicants may jointly refer to the Firm. The length of such employment shall be until the Applicants jointly believe, for whatever reason, that such employment is no longer necessary. The Applicants believe such employment is necessary because certain matters may result in a conflict for the Prosecutor, require time commitments that unreasonably interfere with the Prosecutor's routine duties and obligations to statutory clients, or require specialized expertise. This Application is intended to supersede prior applications made and approved to employ the Firm under former names. Therefore, the Applicants respectfully request that this Court approve and authorize the Board to employ the Firm as legal counsel to assist the Board.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

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

**RESOLUTION NO. 13-1316**

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**IN THE MATTER OF APPROVING SUPPLEMENTAL AND TRANSFER OF APPROPRIATIONS:**

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

**Supplemental Appropriations**

20410301-5313	Dog & Kennel Auditor/Printing Service	1,400.00
22311611-5348	WIA/Client Services	(100,000.00)
22311611-5801	WIA/Transfers	(53,477.53)
23011704-5365	CDBG Formula 2011/Grant Related Service	(90,471.61)
23011708-5365	CDBG Formula 2012/Grant Related Service	(60,000.00)
24026326-5319	Juvenile Court Restitution/Reimbursements	(4,000.00)
26126301-5361	Indigent Guardian/Attorney Fees	(5,000.00)
26226206-5001	Special Court Docket/Compensation	(28,835.01)
26226206-5101	Special Court Docket/Health Insurance	(13,957.00)
26226206-5120	Special Court Docket/County Share OPERS	(4,033.00)
26626205-5001	Family Drug Court/Compensation	(9,000.00)
26626205-5101	Family Drug Court/Health Insurance	(3,000.00)
26926308-5360	Indigent Driver/Court Related Service	(4,000.00)
27526315-5319	State Victim Assistant Grant/Reimbursements	1,245.00
27929308-5301	CP Mediation Foreclosure Fund/Contracted Service	(50,000.00)
28631323-5365	2012 Leap Grant/Grant Related Service	(5,000.00)
28631335-5001	Leap Forward 2011/Compensation	(9.38)
28631335-5365	Leap Forward 2011/Grant Related Service	(8,223.02)
40311409-5319	Drainage Improvement/Reimbursement	(1,018.00)
40311417-5301	DI Ruder/Contracted Service	(15,000.00)
40311417-5328	DI Ruder/Maintenance & Repair	(95,000.00)
40311435-5328	Hardin/Maintenance & Repair	(23,596.00)
40311436-5328	Roof #397/Maintenance & Repair	(38,293.00)
40940429-5420	Cheshire & 3B's & K/Road Construction	(6,252.78)
40940430-5425	Ross Rd/Bridge Construction	(411,682.02)
50211119-5728	CFOA Bond/Fees & Exp Bond	141,852.99
50211119-5729	CFOA Bond/Payment to Escrow Agent	7,829,603.56
52011138-5375	BR DI Scott/Election Service	(332.65)
52011138-5720	BR DI Scott/Interest Bonds	(58.19)
52011138-5725	BR DI Scott/Principal Bonds	48.00
66211904-5801	SRF ACWRF/Transfers	(4,000,000.00)
66611903-5410	URF OECC/Building & Improvements	(1,000,000.00)
66611904-5410	URF ACWRF/Building & Improvements	(6,100,000.00)
66611905-5415	URF LSWRF/Sewer Construction	(1,500,000.00)

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
27526315-5001 State Victim Assistant Grant/Compensation	27526315-5319 State Victim Assistant Grant/Reimbursements	2,500.00
27526315-5101 State Victim Assistant Grant/Health Insurance	27526315-5319 State Victim Assistant Grant/Reimbursements	2,500.00
27426313-5101 Crime Victims Grant/Health Insurance	27426313-5001 Crime Victims Grant/Compensation	25.00
26782604-5101 Sex Offender/Health Insurance	26782604-5001 Sex Offender/Compensation	10.00
20410301-5309 Dog & Kennel Auditor/Mileage Reimbursement	20410301-5101 Dog & Kennel Auditor/Health Insurance	100.00
24820102-5328 Northpointe Satellite Office/Maintenance & Repair Service	24820102-5450 Northpointe Satellite Office/Capital Equipment	7,274.00

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

**TIM HANSLEY, COUNTY ADMINISTRATOR AND JON MELVIN, MANAGER OF FACILITIES**

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**PRESENTATION/DISCUSSION**

**THE NATURAL GAS PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION  
TOM STRUP, COUNTY COMMISSIONERS ASSOCIATION OF OHIO  
KIRK MIZEREK, PALMER ENERGY**

**RESOLUTION NO. 13-1317**

**IN THE MATTER OF APPROVING THE CONTINUATION AGREEMENT BETWEEN THE CCAO SERVICE CORPORATION AND DELAWARE COUNTY FOR THE NATURAL GAS PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION ("CCAOSC"):**

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

Whereas, the County Administrator and the Manager of Facilities recommend approval of the agreement:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the continuation agreement with the CCAO Service Corporation for The Natural Gas Purchase Program Of The CCAO Service Corporation ("CCAOSC").

**CONTINUATION AGREEMENT REGARDING  
THE NATURAL GAS PURCHASE PROGRAM  
OF  
THE CCAO SERVICE CORPORATION**

This Continuation Agreement Regarding the Natural Gas Purchase Program of the CCAO Service Corporation ("CCAOSC") is entered into as of this 19th day of December, 2013, among the **CCAO Service Corporation**, an Ohio for-profit corporation, the **County of Delaware, Ohio**, a political subdivision of the State of Ohio (the "Participant"), and **CCAOSC Energy Solutions (CCAOSCES)**, an Ohio limited liability company and subsidiary of the Consultant (the "Manager").

**Recitals**

A. CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio and which choose to participate, either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced firm natural gas supplies through a natural gas purchase program (the "Program") under contractual terms favorable to Participants.

B. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program.

C. CCAOSC and the Participants agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's natural gas purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

**SECTION 1. DEFINITIONS**

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

"Authorized Estimator" means the person designated by the governing board of the Participant to estimate the natural gas to be purchased for the Participant, as well as other nominations of natural gas supply for the Participant. With respect to Participants, the Authorized Estimator may, but need not be, the Participant's representative on the Board of Participants.

"Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month fiscal period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than three (3) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company serving Participant's facilities.

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"Manager" means CCAOSCES, a subsidiary of the Palmer Energy Company.

"Participant" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which the Participant is one, that are participating in the Program.

"Program" means the Natural Gas Purchase Program of CCAOSC.

"Program Administrative Costs" means all reasonable administrative costs incurred by CCAOSC and the Manager in connection with the Program and approved by the Executive Committee of the Board of Participants.

"Program Term" means the period commencing January 1, 2014 and ending on December 31, 2019.

"Supplier" means any person, corporation, partnership or other organization with whom CCAOSC (or its designee) may contract for the purchase of natural gas.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

"LDC" means local distribution company or natural gas utility that delivers gas to program participants.

**SECTION 2. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS**

(A) **Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly natural gas consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the Supplier(s) for such periods and pricing as determined by CCAOSC or the Manager. The Participant authorizes the Manager with approval of Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

(B) **Power of Attorney.** In order to facilitate the operation of the Program, the Participant agrees to authorize, execute and deliver to the Manager the Power of Attorney in substantially the form attached as Exhibit A to this Agreement.

(C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) its monthly gas costs within the allotted time frame permitted under the supply agreement. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to Supplier(s) is essential to the Program. If the Participant fails to transmit timely payment to the Supplier(s) of any amount due, the Participant may, to the extent permitted by law, be charged interest on the overdue amount.

(D) **Program Administrative Charges.** Included in the Supplier(s) gas costs paid by Participant to the Supplier will be the Program Administrative Costs that shall be \$0.20 per MCF (one thousand cubic feet) plus any other reasonable administrative costs such as legal costs approved by the Executive Committee. In the event the Supplier(s) refuses to include Program Administrative Costs in the gas costs invoiced to Participants, a separate invoice shall be issued in the same per unit amount as included for other Participants'. Payment of such separately invoiced Program Administrative Costs shall be paid by the Participant and is due to Manager within 30 days of invoice date.

(E) **Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and the Participant agrees to purchase all of its gas requirements for participating facilities pursuant to the supply agreement executed on behalf of the Participant.

(F) **Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and the Participant's actual consumption may occur. The Manager may make adjustment for differences between estimated and actual consumption for the Participant and for all of the Participants, as a group taken as a whole.

In the event the Participant's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, additional supplies shall be secured from the Supplier(s), its designee, or LDC.

In the event the Participant's monthly consumption is less than estimated, the Participant shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cashout, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver the Participant's nominated quantity, Manager may prorate quantities actually delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in

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effect at the time, purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to the Participant, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated.

(G) **Notice of Significant Change in Usage.** During the Program Term, the Participant may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. The Participant agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for such Participant.

(H) **Arrangements with the LDC.** In the event that the LDC requires the Participant to enter into or Participant negotiates a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, the Participant shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC or the Manager determines that the terms of the proposed agreement between the Participant and the LDC are consistent with the Program, the Participant shall cooperate with CCAOSC or the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Participant shall perform all of its obligations under any such separate agreement with the LDC.

**SECTION 3. MANAGEMENT AND OPERATION OF PROGRAM**

(A) **Board of Participants.** The Board of Participants shall have the general oversight of the Program. It shall consist of one representative of each Participant in the Program. Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program, it shall nevertheless be entitled to only one vote on the Board of Participants.

(B) **Executive Committee of Board of Participants.** The Board of Participants shall determine the number of members of the Executive Committee of the Board of Participants herein after known as the "Executive Committee", but such number shall not be less than seven or more than eleven exclusive of ex-officio members. The Executive Committee shall exercise all of the powers in connection with oversight of the Program, including but not limited to the following:

- (1) It shall oversee and manage the operation of the Program.
- (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of natural gas supplies, transportation and/or storage of gas, payment for purchase, transportation and/or storage of gas, accounting for such gas among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of natural gas purchased or changes in rates by Supplier(s), and the method by which gas usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
  - (a) Amendments to or modifications of this Agreement;
  - (b) Program Administrative Costs; and
  - (c) Each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Executive Committee may direct the Consultant and the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Consultant and the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

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- (C) **Membership of Executive Committee.** The members of the current program's Executive Committee shall serve until the selection of their successors by the Board of Participants. There shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by the Executive Committee. In addition, the Executive Committee may appoint additional ex officio Executive Committee members as it deems necessary. Ex officio members of the Executive Committee shall be non-voting members. The permanent Executive Committee shall be elected by the then-existing Participants as follows: a number of members of the Executive Committee equal to a simple majority of the membership of the Executive Committee shall be elected for a term expiring on December 31, 2010 and the remaining members shall be elected for a term expiring on December 31, 2011. Thereafter, terms of office of members of the Executive Committee shall be for two years, and shall commence on the first day of January and end on the last day of December. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Executive Committee shall be filled for the unexpired term by election by the Board of Participants.
- (D) **Meetings: Quorum.** The Board of Participants shall hold its first meeting upon the call of the initial Executive Committee, and thereafter shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing upon reports of the previous fiscal year, electing members of the Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Executive Committee shall meet at such times as it determines. A majority of all Participants shall constitute a quorum for the transacting of business by the Board of Participants, and a majority of all then-authorized voting members of the Executive Committee shall constitute a quorum for the transacting of business by the Executive Committee.
- (E) **Rules and Regulations.** The Board of Participants and the Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

**SECTION 4. REPORTS AND RECORDS.** CCAOSC or the Manager shall maintain records and data concerning the amount of natural gas purchased and consumed on behalf of the Participant, the amount paid for the purchase and, if applicable, transportation and/or storage of such gas, the allocation of the costs thereof among the Participants and such other records and data as the Executive Committee of the Board of Participants deems necessary or appropriate. CCAOSC or the Manager shall maintain records and conduct operations of the Program based on a Fiscal Year beginning January 1 and ending December 31. If requested by the Manger, the Participant shall promptly provide the Manager with a copy of any statements received by the Participant concerning consumption of natural gas by the Participant.

**SECTION 5. WITHDRAWAL; RE-ENTRY.**

- (A) **Withdrawal.** The Participant may withdraw from the program commencing any January 1, if it gives written notice by April 1 of the prior year and pays all amounts due under this Agreement. Upon the giving of proper notice and payment of all amounts due by the Participant, this Agreement shall terminate as to the Participant on December 31 of the last year for which payments have been made, without penalty or expense to the Participant except as to the costs associated with the financial difference between the value of any supply when initially contracted under the Program and the value of the supply obtained by the Supplier through the sale or modifications of any financial and contractual commitments as authorized under this Agreement. In the event of such termination and except as permitted hereunder, the Manager and/or CCAOSC will have all legal and equitable rights and remedies available under Ohio law against the Participant to pursue recovery of all amounts owed by Participant hereunder.
- (B) **Payment of Amounts Due.** No withdrawal, either from CCAO or from this Program, shall be effective unless and until the withdrawing Participant shall have paid in full all amounts due hereunder, including, without limitation, amounts that may be due for excess natural gas usage by the withdrawing Participant and determined by CCAOSC or the Manager pursuant to the provisions of this Agreement.
- (C) **Effect of Non-Membership in CCAO.** If a Participant ceases to be a member of the County Commissioners Association of Ohio, the Executive Committee of the Board of Participants shall have the right, in its sole discretion, to permit the Participant to remain in the Program or to expel the Participant from the Program and to terminate the Participant's rights under this Agreement, effective as of the January 1 of the first year after the Participant is no longer a member of the County Commissioners Association of Ohio. The Executive Committee may, but shall not be required to, afford the Participant a hearing before taking action pursuant to this subsection.
- (D) **Re-Entry into Program.** Upon withdrawal from the Program, the withdrawing Participant may apply to become a Participant again; such application may be granted or denied by the Executive Committee of the Board of Participants, on such terms and conditions for re-admittance as the Executive Committee of the Board of Participants may set, in its sole discretion.

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**SECTION 6. AMENDMENTS.** This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement on behalf of CCAOSC by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to the Participant without the approval of the Participant's governing body.

**SECTION 7. RESTRICTION.** It is understood and agreed, and CCAOSC, the Participant, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and the Participant are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or the Participant to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's "self-help guidelines" in PUCO Case No. 85-800-GA-COI, as may be further amended or modified, and tariffs, rules and regulations of the LDC

**SECTION 8. TERM OF THIS AGREEMENT.** It is the express intention of the Participant that this Agreement shall continue for the Program Term, subject to the Participant's right of withdraw as provided in Section 5(A), but may be terminated as provided in Section 10.

**SECTION 9. TERMINATION.** In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn from, the Board of Participants shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the Gas Contract(s), and this Agreement.

Notwithstanding the foregoing, if at any time during the term of this Agreement,

- (i) CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) all of the Participant's natural gas transportation agreements with the LDCs are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Participants, the Board of Participants may terminate this Agreement promptly by its majority vote.

**SECTION 10. MISCELLANEOUS.** This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 11. COUNTERPARTS.** This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the resolution of its governing body authorizing execution of this Agreement.

**SECTION 12. NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

**SECTION 13. ASSIGNMENT.** The Participant acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more Trustees and paying agents as may be necessary or desirable to effectuate the Program, and Participant hereby consents thereto.

**SECTION 14. ENTIRE AGREEMENT.** This Continuation Agreement along with Exhibit A constitutes the entire understanding by and among the parties pertaining to the subject matter hereof, and supersedes all prior negotiations, documents, representations and agreements. This Agreement constitutes the entire agreement in this matter by and among the parties and may not be changed, modified, or altered except by a written instrument signed by the parties hereto or their authorized representatives



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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Merrell,  
No Reports**

**Commissioner Stapleton,  
No Reports**

**Commissioner O'Brien,  
-Request Future Board Discussion On Sawmill Parkway And Delaware City  
-Board And County Administrator Discussed Some Suggestions On When That Could Happen And  
What May Need To Be Discussed.**

**OTHER BUSINESS**

**The Request From Douglas Missman, Chief Probation Officer Adult Court Services For A Signature On  
A Standard Assurances Form To Acknowledgment That The County Is Abiding By A Variety Of Federal  
Statutes.**

**With Out Objection; The Board Authorizes The County Administrator To Sign The Form. Hearing No  
Objection, Commissioner O'Brien So Ordered.**

**OMB APPROVAL NUMBER 1121-0140 As modified by the Office of Criminal Justice Services Pursuant  
to request of the OJP Office of Civil Rights  
STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (42 U.S.C. § 10604(e));
  - The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
  - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
  - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
  - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
  - Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
  - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which

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govern the treatment of persons displaced as a result of federal and federally assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**RESOLUTION NO. 13-1318**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION 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 11:05AM.

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

**RESOLUTION NO. 13-1319**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:45AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners