

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 22, 2014

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

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

RESOLUTION NO. 14-1051

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 15, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 15, 2014; and

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

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

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

RESOLUTION NO. 14-1052

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD SEPTEMBER 15, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in a special session on September 15, 2014; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1053

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR919 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0919:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0919, Procurement Card Payments in batch number PCAPR0919 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Columbus State	Job and Family Services Program	22311611-5348	\$ 6,000.00

PR	Vendor Name	Line Description	Line Account	Amount
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Number						
JOB AND FAMILY SERVICES						
R1405222	BOARD OF DEVELOPMENTAL DISABILITIES	CLUSTER DC	22511607-5342	\$10,255.58		
R1405232	BOARD OF DEVELOPMENTAL DISABILITIES	2013 CLUSTER BALANCE DC	22511607-5342	\$6,220.43		
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 14-1054

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting to attend an OCS IV-D Contract Training class in Columbus, OH on September 30, 2014 at no cost.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 14-1055

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF AUGUST 2014:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to accept the Treasurer’s Report for the month of August 2014.

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

Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-1056

IN THE MATTER OF ACCEPTING THE AWARD OF A JUSTICE REINVESTMENT GRANT FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County has applied for and been awarded, as a subawardee, a grant for Criminal Justice Improvement and Recidivism Reduction through State, Local and Tribal Justice Reinvestment: Category 3: Local and Tribal Justice Reinvestment Program Implementation, Cooperative Agreement #2010-RR-BX-K069, funded by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (the “Grant”); and

WHEREAS, the Grant will provide funding to various criminal justice offices and agencies within Delaware County to achieve the Grant purposes; and

WHEREAS, a local match is not required for the Grant; and

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

Section 1. The Board hereby accepts the award of the Grant and approves the Grant Subaward Agreement.

SUBAWARD AGREEMENT  
BETWEEN THE CENTER FOR EFFECTIVE PUBLIC POLICY AND  
DELAWARE COUNTY, OHIO

September 1, 2014 – September 30, 2015

This constitutes the agreement between the Center for Effective Public Policy (the Center) and Delaware County, Ohio regarding the responsibilities of each in their roles as recipient and subawardee under the Criminal Justice Improvement and Recidivism Reduction through State, Local and Tribal Justice Reinvestment: Category 3: Local and Tribal Justice Reinvestment Program Implementation, Cooperative Agreement #2010-RR-BX-K069, funded by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA).

1. *Subaward Documents:* This subaward agreement shall consist of this agreement and 8 attachments, incorporated by reference into this agreement.

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- a) Attachment 1 contains the Budget Detail Worksheet and Budget Narrative submitted as part of Delaware County's request to BJA for funding in the amount of \$269,435 as well as the budget outlining all funds to be used for Delaware County Justice Reinvestment Initiative: Phase II Strategies.
  - b) Attachment 2 contains information on applicable federal regulations and grant award special conditions.
  - c) Attachment 3 is an electronic funds transfer (EFT) approval form and instructions for its completion.
  - d) Attachment 4 contains a copy of the OJP Financial Status Report (FFS-425) and instructions for its completion.
  - e) Attachment 5 contains Certifications by Delaware County and instructions for completion.
  - f) Attachment 6 is a copy of the Justice Reinvestment Initiative: Phase II Strategies worksheet, the required quarterly progress report form and instructions for its completion.
  - g) Attachment 7 contains a copy of a Subawardee Drawdown Request form and instructions for its completion.
  - h) Attachment 8 contains administrative requirements for subcontracting the activities authorized under this agreement to a subcontractor.
2. *Scope of Work:* As part of Delaware County's management of this funding, and its involvement in the JRI initiative, Delaware County will:
- a) Conform to the federal administrative agreement for subrecipients referenced in the Office of the Chief Financial Officer (OCFO) Financial Guide available in electronic form at: <http://www.ojp.usdoj.gov/financialguide/index.htm>.
  - b) Coordinate with the Delaware County Executive Committee/JRI team members and other local stakeholders.
  - c) Implement a Specialized Docket for Operating a Vehicle While Impaired (OVI) targeting second time OVI offenders who demonstrate a moderate to high risk of reoffending.  
By:
    - i. Maintaining an active roster of no more than 25 participants;
    - ii. Using an assessment tool and pre-screening interview conducted by court personnel to select participants;
    - iii. Requiring participants to obtain alcohol/drug assessment and immediately enroll in treatment; and,
    - iv. Engage the services of an OVI Certification Administrator and Docket Coordinator to assist with all aspects of managing the OVI docket.
- Delaware County hopes to reduce frequent arrests, decrease the number of jail days served, and decrease the costs associated with incarceration through this effort.
- d) Reduce probation violators placed in jail by engaging the services of an Evidence Based Practices (EBP) Coach to enhance appropriate probation officer interventions. The EBP Coach will aid in achieving project goals to reduce violations and increase public safety by:
    - i. Providing evidence based practices training to staff;
    - ii. Auditing case files and offender interactions to ensure fidelity and provide immediate feedback to staff;
    - iii. Using resources such as the Carey Guides to support supervision and case decision making activities; applying the Effective Practices for Correctional Supervision (EPICS) supervision concepts; and appropriately using the Ohio Risk Assessment System (ORAS) to develop case plans; and,
    - iv. Creating and implementing a violations and incentive matrix.
  - e) Implement a process for expediting interventions and resolutions for "in Lieu of" cases to reduce the systemic costs of prosecuting low level felony offenses, decrease the period of time from the offense to case disposition, and provide substance abuse treatment to offenders in a timely manner by:
    - i. Coordinating with the Public Defender's Office to engage defense counsel, once appointed by the Court, to represent individuals who elect to participate in this expedited program and are indigent;
    - ii. Collaborating with the Delaware County Prosecutor's Office to coordinate with Public Defenders in determining cases to be expedited within seven days; and,
    - iii. Support the Delaware County Prosecutor's Office in replicating discovery for appointed counsel.
  - f) Conduct progress reporting, data collection and analysis to inform planning, implementation and evaluation. See section 8 below for additional requirements.
  - g) Develop a plan for sustaining the effort beyond the grant period, monitoring performance progress, and documenting potential savings by enlisting Delaware County Information Technology (IT) staff or others to:
    - i. Develop software that will aid the County in gathering information that will be pertinent for documenting and analyzing outcomes;
    - ii. Extracting key data points over multiple agencies; and,
    - iii. Determining short and long-term effectiveness of the three initiatives proposed.
  - h) Oversee the contracting of funds to any subrecipients for the provision of any

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- services in fulfillment of this subaward agreement.
- i) Ensure that subrecipients perform specific tasks as outlined in the budget and complies with requirements passed down to Delaware County as a result of the use of federal funds.

Delaware County will inform any subrecipient(s) providing services under this agreement of relevant State Regulations and Other Required Financial and Progress Reporting Procedures, and will enforce and ensure that the subrecipient(s) follows the special conditions, statutes and procedures for progress and financial reporting and monitoring as outlined in Attachment 8 – Administrative Requirement for Subcontractors.

Delaware County staff designated to provide programmatic administration and fiscal oversight is Diane Linville or Doug Missman? TBD, Title (email address).

- 3. *Subrecipients/Subcontractors:* Delaware County will issue a competitive RFP or will contract for the following services:
  - a) Development of software that will aid the County in gathering information that will be pertinent for analyzing outcomes and informing the Leadership Team on progress regarding performance measures under the direction of Delaware County Information Technology (IT) staff.
  - b) Administration of the Operating a vehicle While Impaired (OVI) certification process, to include researching, developing policies and procedures, developing forms, setting up specialized dockets, and monitoring case flow to comply with the Ohio Supreme Court mandates.
  - c) Representation, by the Public Defender’s Office, of individuals eligible for expedited interventions and case resolutions.
- 4. *Subaward Amount:* \$269,435.
- 5. *Subaward Period:* This agreement covers the period of September 1, 2014 – September 30, 2015.
- 6. *State-Non-Profit Certification:* Delaware County certifies that Delaware County is not prohibited by local or state regulations from accepting funding from a non-profit organization.
- 7. *Alterations:* Any alterations to this agreement or future amendments must be submitted in writing to and approved by the Center and the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- 8. *Progress Reports:* Delaware County is required to file quarterly progress reports to the Center with information regarding its progress using the Justice Reinvestment Initiative: Phase II Strategies worksheet provided with this agreement. Delaware County agrees to work with the Center to tailor the Justice Reinvestment Initiative: Phase II Strategies worksheet to capture the activities and outcome measures funded under this agreement before the initial progress report is due. Progress reports should include a recap of activities performed over the previous ninety (90) days and a summary of any unexpected outcomes or complications in the delivery of services. In order to meet BJA’s reporting deadlines, Delaware County will submit progress reports to be received by the Center no later than the **15<sup>th</sup> day** of each month to cover the periods noted below:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (January 1-March 31)	April 15
Second Quarter (April 1-June 30)	July 15
Third Quarter (July 1-September 30)	October 15
Fourth Quarter (October 1-December 31)	January 15

The Center will not process payment requests if progress reports have not been submitted on schedule. Progress reports may be delivered via email to sfogg@cepp.com or via regular mail to:

Stevyn Fogg  
Senior Associate  
Center for Effective Public Policy  
8605 Cameron Street, Suite 514  
Silver Spring, MD 20910

Delaware County also agrees to provide the Center with information regarding its progress, as necessary, to facilitate the Center’s fulfillment of quarterly TTARS and semi-annual GMS reporting requirements.

- 9. *Payment:* Delaware County shall submit requests for advances or reimbursement of expenses incurred. Delaware County will:
  - a) Submit a completed electronic funds transfer (EFT) form as shown in Attachment 3 to initiate authorization for transfer of funds under this agreement. This form must be submitted to the Center at least **12 days** prior to the first request for advance or reimbursement of funds
  - b) Provide details through the use of the Subawardee Drawdown Request along with any additional

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attachments and include an authorizing signature (e-signatures accepted). See Attachment 7.

Requests for payment may be submitted as necessary or at a minimum of every thirty (30) days. The Center will render payment within fifteen (15) days of receipt of the invoice unless authorized to withhold payment under another section of this agreement. Requests for payment shall be delivered via email to amann@cepp.com or via regular mail to:

Anke Mann  
Accounting Manager  
Center for Effective Public Policy  
8605 Cameron Street, Suite 514  
Silver Spring, MD 20910

10. *Implementation of the Contract:* This Subaward shall be implemented on 09 /01/2014.
11. *Execution of Subaward:* Implementation of the subaward contract and release of subaward funds are contingent upon final approval of the Phase II Letter of Interest package as submitted in August 2014 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

As the direct recipient of funds under this grant, the Center is responsible for the management of the grant and is ultimately responsible for ensuring compliance with all federal requirements. Delaware County will cooperate with the Center in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute the Agreement and any necessary reports and administrative documents in support of the Grant.

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

RESOLUTION NO. 14-1057

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE  
AUDITOR’S OFFICE:

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

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

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

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

Appointing Authority:	County Auditor
Office/Department:	Data Center
Daily spending per card:	\$2,500
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,500
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card 1:	Christopher Waldo
Department Coordinator:	Ron Clayton

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

RESOLUTION NO. 14-1058

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

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

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

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

COOPERATION AGREEMENT

Porter Township and Delaware County  
Moody Road Improvements Project

PORTER TOWNSHIP RESOLUTION NUMBER 07-01-14 Date 7-8-14  
DELAWARE COUNTY RESOLUTION NUMBER 14-1058 Date 9-22-14

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

Porter Township will provide funds totaling 18% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 18%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1059

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

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

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

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

COOPERATION AGREEMENT

Berkshire Township and Delaware County  
Dustin Road Improvements Project

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 14-6-7 Date June 12, 2014  
DELAWARE COUNTY RESOLUTION NUMBER 14-1059 Date: September 22, 2014

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

Berkshire Township will provide funds totaling 17.5% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 17.5%, not to exceed the amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1060

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

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

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

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

COOPERATION AGREEMENT

Brown Township and Delaware County  
Skinner Road Improvements Project

BROWN TOWNSHIP RESOLUTION NUMBER 2014-8-9-4                      Date 7/8/14

DELAWARE COUNTY RESOLUTION NUMBER 14-1060                      Date 9/22/14

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

Brown Township will provide funds totaling 16.6% of the cost of the Project. Such funds will come from the Road & Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 15.4%, not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1061

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

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

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

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

COOPERATION AGREEMENT

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Berlin Township and Delaware County  
Baker Road Improvements Project

BERLIN TOWNSHIP RESOLUTION NUMBER 14-07-09 Date 7/14/14

DELAWARE COUNTY RESOLUTION NUMBER 14-1061 Date 9/22/14

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

Berlin Township will provide funds totaling 19.1% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 11.5%, not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1062

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

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

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

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

COOPERATION AGREEMENT

Kingston Township and Delaware County  
Wilson Road Improvements Project

KINGSTON TOWNSHIP RESOLUTION NUMBER 14-09-01 Date 9/2/14

DELAWARE COUNTY RESOLUTION NUMBER 14-1062 Date 9/22/14

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

Kingston Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the Gasoline Tax fund.

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

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

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

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



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

RESOLUTION NO. 14-1063

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

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

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

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

COOPERATION AGREEMENT

Genoa Township and Delaware County  
Medallion Drive West Road Improvements Project

GENOA TOWNSHIP RESOLUTION NUMBER 0614                      Date June 5, 2014

DELAWARE COUNTY RESOLUTION NUMBER 14-1063                      Date September 22, 2014

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Medallion Drive West Road Improvement Project.

Genoa Township will provide funds totaling 17% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 14.5%, not to exceed the amount of funds provided by Genoa Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1064

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

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

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

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

COOPERATION AGREEMENT

Radnor Township and Delaware County  
River Road Improvements Project

RADNOR TOWNSHIP RESOLUTION NUMBER 10-14                      Date 9-08-2014

DELAWARE COUNTY RESOLUTION NUMBER 14-1064                      Date 9-22-2014

Radnor Township and Delaware County hereby enter into a cooperative agreement to submit an application to

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the Ohio Public Works Commission for the Project known as River Road Improvement Project.

Radnor Township will provide funds totaling 16% of the cost of the Project. Such funds will come from the General - 1000 fund.

Delaware County, through the County Engineer will provide matching funds totaling 13.9%, not to exceed the amount of funds provided by Radnor Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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

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

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

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

RESOLUTION NO. 14-1065

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

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Liberty Township and City of Powell:

COOPERATION AGREEMENT

Liberty Township, City of Powell and Delaware County  
Sawmill Road Improvements Project

LIBERTY TOWNSHIP RESOLUTION NUMBER	<u>14-0728-06</u>	Date	<u>7/28/2014</u>
CITY OF POWELL RESOLUTION NUMBER	<u>ORD 2013-56</u>	Date	<u>12/3/2013</u>
DELAWARE COUNTY RESOLUTION NUMBER	<u>14-1065</u>	Date	<u>9/22/2014</u>

Liberty Township, City of Powell and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Sawmill Road Improvement Project.

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

City of Powell will provide funds totaling 11% of the cost of the Project. Such funds will come from the Street Maintenance fund.

Delaware County, through the County Engineer will provide matching funds totaling 7.8%, not to exceed the amount of funds provided by Liberty Township and City of Powell, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County and City of Powell authorize Liberty Township to be the lead applicant and to sign all necessary documents.

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

City of Powell agrees to pay its percent of Project costs as construction invoices are due.

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

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

RESOLUTION NO. 14-1066

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

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

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

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

COOPERATION AGREEMENT

City of Delaware & Delaware County  
South Sandusky Street and Olentangy Avenue Resurfacing

DELAWARE CITY RESOLUTION NUMBER    14-46                      Date 7/28/14

DELAWARE COUNTY RESOLUTION NUMBER 14-1066                      Date 9/22/14

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the South Sandusky Street and Olentangy Avenue Resurfacing Project.

Delaware City will provide funds equal to 36 percent of the total project cost. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide funds equal to 7 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

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

Delaware City agrees to pay its 36% of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its 7 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

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

RESOLUTION NO. 14-1067

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND ORANGE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS ORANGE ROAD IMPROVEMENTS, PHASE 1:

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

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

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

COOPERATION AGREEMENT

ORANGE Township and Delaware County  
DEL-TR114-(US23) Orange Road Improvements, Phase 1

ORANGE TOWNSHIP RESOLUTION NUMBER 14-313                      Date 9/15/14

DELAWARE COUNTY RESOLUTION NUMBER 14-1067                      Date 9/22/14

Orange Township and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as "DEL-TR114-(US23) Orange Road Improvements, Phase 1".

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Orange Township will provide funds totaling 56% of the cost of the Project. Such funds will come from the Perm. Imp. Orange Rd/23 4307-760-730-0330 fund.

Delaware County, through the County Engineer’s Grant Enhancement Program, will provide matching funds totaling 4% of the cost of the Project, not to exceed the amount of funds provided by Orange Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421). The County Engineer will also provide design and construction engineering at no cost to the Townships.

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

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

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

RESOLUTION NO. 14-1068

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

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Harlem Township and Plain Township:

COOPERATION AGREEMENT  
Between  
Harlem Township, Plain Township, Delaware County and Franklin County  
Regarding  
Bevelheimer (Bevelhymer) Road Improvements

HARLEM TOWNSHIP RESOLUTION NUMBER	_____	Date	_____
PLAIN TOWNSHIP RESOLUTION NUMBER	_____	Date	_____
DELAWARE COUNTY RESOLUTION NUMBER	14-1068	Date	September 22, 2014

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

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

WHEREAS, the Ohio Public Works Commission provides funding for local infrastructure improvements through the State Capital Improvement Program (SCIP) and the Local Transportation Improvement Program (LTIP); and,

WHEREAS, the Ohio Small Government Commission provides funding for local infrastructure improvements through the Small Government Program (SGP);

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

Estimated Cost:

The estimated construction cost of the Improvement at the time of executing this agreement is \$498,000.

OPWC SCIP and LTIP Applications:

Harlem Township and Plain Township agree to pay 50 percent of the cost of the Improvement, less any financial

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assistance provided by Delaware County, Franklin County or OPWC, subject to the following:

Plain Township shall prepare and submit an application to Ohio Public Works Commission (OPWC) District 3 for Round 29 (State Fiscal Year 2016) seeking OPWC SCIP grant and/or loan funds totaling 41.4% of the total cost of the Improvement, which is estimated to be \$206,100, or alternatively seeking OPWC LTIP grant funds totaling 29.8% of the total cost of the Improvement, which is estimated to be \$148,621, while contributing local match dollars equal to \$80,379 in cash and/or loan.

The Franklin County Engineer, pursuant to Ohio Revised Code Section 5573.01, shall provide engineering services for Plain Township, with an estimated In Kind value of \$20,000 or **5%** of the total cost of the Improvement, to be credited toward the local share of Plain Township for the Improvement.

Harlem Township shall prepare and submit an application to Ohio Public Works Commission (OPWC) District 17 for Round 29 (State Fiscal Year 2016) seeking OPWC grant funding for 35.1% of the total cost of the Improvement, which is estimated to be \$174,798. Harlem Township shall also provide local funding equal to 7.45% of the total cost of the Improvement, which is estimated to be \$37,101, and shall provide any additional funding as required to pay the local share in excess of Delaware County's maximum allowable amount. Such funds shall be paid from any township funds available for use.

Delaware County, through the Delaware County Grant Enhancement Program, will provide funding equal to 7.45% of the total cost of the Improvement, which is estimated to be \$37,101, not to exceed the amount of funds provided by Harlem Township or a maximum allowable amount of \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421).

**OPWC SGP Application:**

If the District OPWC applications by either party are not approved for funding, the Parties agree to cooperate to prepare and submit an application to the SGP in amounts as follows:

If one Party receives funding through the SCIP and/or LTIP and the other party does not, the Party that does not receive SCIP or LTIP funding shall submit an application to the SGP to request funding for its share of costs as specified above.

If neither Party receives funding through the SCIP and/or LTIP, the Parties shall submit a joint application to the SGP with Plain Township acting as the lead applicant.

**Award of Contract and Payment of Costs:**

Harlem Township will award a contract for construction of the entire Improvement and act as lead agency in the project and pay its portion of costs and Delaware County's portion of costs as invoices are due.

Plain Township will request OPWC payment of its portion of costs directly to the contractor as invoices are due.

Delaware County will reimburse Harlem Township for its portion of costs upon receipt of invoice by Harlem Township after completion of the Improvement.

**Engineering, Right of Way, Construction Management**

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

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

**Agreement Null and Void Without OPWC Funding**

The Parties agree that if OPWC funding through the SCIP, LTIP or SGP is not approved for both Parties in State Fiscal Year 2016 to cover the cost of the Improvement as specified above, this agreement shall be null and void.

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

**RESOLUTION NO. 14-1069**

**IN THE MATTER OF AUTHORIZING COMMISSIONER MERRELL TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:**

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

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WHEREAS, Resolution 13-1237 declared necessity for Improvements to Home Road and Steitz Road Intersection; and

WHEREAS, the County Engineer is currently developing surveys, plans, profiles, cross sections and estimates for said Improvements; and

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

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

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

Section 1: Commissioner Merrell is hereby authorized to apply to the OPWC for funds as described above; and

Section 2: Commissioner Merrell is authorized to execute administrative documents as may be necessary and appropriate in support of the application. Any agreements shall be submitted to the Board for consideration.

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

**RESOLUTION NO. 14-1070**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH HDR ENGINEERING, INC. FOR THE PREPARATION OF PLANS FOR THE PROJECT KNOWN AS DEL-CR124-(US 23) – HOME ROAD EXTENSION EAST OF US 23:**

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation qualified to perform engineering services in the state; and

Whereas, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR 124-(US 23) – Home Road Extension East of US 23; and

Whereas, the County Engineer has selected the consulting firm of HDR Engineering, Inc. to provide the required services for engineering and design of the Improvements, and requests that the Board enter into Contract with said firm;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners enter into contract with HDR Engineering, Inc., and any due compensation will be paid from any funds appropriated for road and bridge construction:

**PROFESSIONAL SERVICES CONTRACT**  
**DEL-CR124-(US 23) – HOME ROAD EXTENSION EAST OF US 23**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 22nd day of September, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of HDR Engineering, Inc., 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231.

**Section 2 – Contract Administrator**

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

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated September 8, 2014, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Eighty-Nine Thousand Eighty-Seven Dollars and Nineteen Cents (\$189,087.19)** plus additional “If Authorized” tasks identified in said Price Proposal not to exceed **Forty-Nine Thousand Eight Hundred Forty-Two Dollars and Eighty-Two Cents (\$49,842.82)** in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation

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shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than July 1, 2015. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

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Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **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.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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



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

13.10 Campaign Finance – Compliance with R.C. 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. 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.

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

RESOLUTION NO. 14-1071

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING THE CONSTRUCTION BOND TO THE OWNER FOR ALUM CROSSING SECTION 2, PHASE B, PART 2:

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

WHEREAS, the roadway construction has been completed for the Alum Crossing Section 2, Phase B, Part 2 subdivision; and

WHEREAS, as a result of recent field review, the Delaware County Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, in accordance with the Owner’s Agreement, the Engineer recommends that the maintenance bond be set at \$38,140, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

WHEREAS, the Owner has submitted a maintenance bond meeting all requirements; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the owner, Rockford Homes;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Alum Crossing Section 2, Phase B, Part 2 subdivision in the amount of \$38,140, and returning the construction bond for Alum Crossing Section 2, Phase B, Part 2 to the owner, Rockford Homes.

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

RESOLUTION NO. 14-1072

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

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

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

Now Therefore be it resolved, that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U14-049	Team Fishel	Bale Kenyon Road	Place fiber conduit
U14-050	Columbia Gas of Ohio	Lewis Center Road	Install gas main
U14-057	Team Fishel	Orangepoint Drive	Place fiber conduit
U14-058	Columbia Gas of Ohio	Northstar Section 1D	Install gas main
U14-059	Suburban Natural Gas	Peachblow Road	Install gas main
U14-060	Suburban Natural Gas	Shanahan Road	Install gas main

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

RESOLUTION NO 14-1073

IN THE MATTER OF ESTABLISHING AN ORGANIZATIONAL KEY FOR THE REINBERGER FELLOWSHIP FUND FOR THE DELAWARE COUNTY PROSECUTOR’S OFFICE AND SUPPLEMENTAL APPROPRIATIONS:

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

New Fund  
772 Reinberger Fellowship

New Organization Key  
77212105 Reinberger Fellowship

Supplemental Appropriations		
77212105-5001	Reinberger/Compensation	\$8,210.00
77212105-5101	Reinberger/Health Insurance	\$4,060.00
77212105-5102	Reinberger/Workers Compensation	\$ 83.00
77212105-5120	Reinberger/OPERS	\$1,150.00
77212105-5131	Reinberger/Medicare	\$ 120.00

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

RESOLUTION NO 14-1074

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR’S OFFICE VICTIMS OF CRIME ACT GRANT:

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

Supplemental Appropriations		
23612302-5305	VOCA/Trainings	\$ 225.00

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

RESOLUTION NO. 14-1075

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR CHESHIRE WOODS SECTION 3A:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the following:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement Cheshire Woods Section 3A;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for the Cheshire Woods Section 3A:

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 22nd day of September 2014, by and between **HOMEWOOD CORPORATION**, herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **CHESHIRE WOODS SECTION 3A** 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 **32** single family residential equivalent connections approved with this AGREEMENT.

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 **CHESHIRE WOODS SECTION 3A**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$224,335.00**) which is acceptable to the COUNTY COMMISSIONERS to

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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 of the entire reviewed and approved plan **for CHESHIRE WOODS SECTION 3A (\$7,851.73)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$19,125.00** estimated to be necessary to pay the cost of inspection for **CHESHIRE WOODS SECTION 3A** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

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

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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 unless otherwise permitted by the SANITARY ENGINEER.

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 and any surcharges 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.

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

**RESOLUTION NO. 14-1076**

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

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

The Director of Job and Family Services is recommending the hiring of Melinda Chard as an Employment Counselor with Job and Family Services; effective September 23, 2014;

Therefore Be it Resolved, the Board of Commissioners accept the hiring of Melinda Chard as an Employment Counselor with Job and Family Services; effective September 23, 2014.

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The Director of Job and Family Services recommends accepting the retirement resignation of Jacky Walters from the JFS Department; effective September 30, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Jacky Walters from the JFS Department; effective September 30, 2014.

The Director Emergency Medical Services recommends accepting the resignation of Allison Holtsberry as a part-time paramedic; effective September 2, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Allison Holtsberry as a part-time paramedic; effective September 2, 2014;

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

RESOLUTION NO. 14-1077

IN THE MATTER OF APPROVING THE 2015 HEALTH INSURANCE RENEWAL FROM THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2015; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2015; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services and the Insurance & Risk Technician, recommend accepting the Plan 2 renewal rates for 2015 from CEBCO;

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

Approves the following renewal rates for 2015 (Plan 2) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2015

Delaware County will provide the Medical PPO Plan 2 plan design for 2015 for eligible employees. The 2015 renewal rates are:

2015 Renewal Rate	PPO Plan 2	RX Plan
Employee	\$489.29	\$ 127.34
Employee + Family	\$1284.87	\$ 335.67

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2015 renewal requirements with CEBCO.

An outline of the services and coverage is attached to this resolution.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

ADMINISTRATOR REPORTS

Dawn Huston-Assistant County Administrator/Director of Administrative Services  
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton  
-No reports

Commissioner O'Brien  
-The Delaware County Fair was lovely. Everyone did a good job.

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Commissioner Merrell  
-The weather was beautiful for the fair last week.  
-Attended the Veteran’s event last Friday; good attendance.

RESOLUTION NO. 14-1078

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 10:10 AM.

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

RESOLUTION NO. 14-1079

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 14-1080

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 14-1081

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 2:16 PM.

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Vote on Motion	Mr. Merrell	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye
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There being no further business, the meeting adjourned.

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

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

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

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners