

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014

RESOLUTION NO. 14-1397

IN THE MATTER OF REVISING THE HEARING DATE IN SECTION 4 OF RESOLUTION NO. 14-1374 (IN THE MATTER OF PROCEEDING WITH THE CONSTRUCTION OF THE REALIGNED HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO):

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

Whereas, Section 4. of Resolution No. 14-1374 references a public hearing on Thursday, December 11, 2014, at 9:45AM at the Commissioners Hearing Room, 101 North Sandusky Street, Delaware, Ohio; and

Whereas, due to a publication error, the hearing will need to be rescheduled;

Now, Therefore, Be It Resolved By The Board Of Commissioners Of Delaware County, State Of Ohio: The Clerk of the Board is hereby directed to publish in the Delaware Gazette, for the period of two weeks, notice that a resolution has been adopted providing for said improvement, that copies of the surveys, plans, profiles, cross sections, estimates, and specifications, together with estimated assessments upon the lands benefited by such improvement for the proportion of the cost thereof to be assessed therefor, are on file in the office of the board for the inspection of persons interested therein, and that the Board shall hold a public hearing of any objections thereto on the revised date of **Thursday January 8, 2015, at 9:45AM** at the Commissioners Hearing Room, 101 North Sandusky Street, Delaware, Ohio.

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

RESOLUTION NO. 14-1398

IN THE MATTER OF SETTING DATE AND TIME FOR THE REQUEST FOR PROPOSALS FOR THE PROVISION OF FOOD SERVICES FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Delaware County Sheriff recommends the request for proposals for the provision of Food Services for the Delaware County Jail;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the request for proposals for the provision of Food Services for the Delaware County Jail;

PUBLIC NOTICE

**REQUEST FOR PROPOSALS
 BOARD OF COMMISSIONERS
 DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of food service for the Delaware County Jail. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on Monday, January 26, 2015**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Sheriff's Office, 149 North Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

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

RESOLUTION NO. 14-1399

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHSTAR SECTION 1, PHASE D:

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014

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

Whereas Northstar Residential Development, LLC has submitted the Plat of Subdivision ("Plat") for Northstar Section 1, Phase D, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 1, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 5, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 13, 2014, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 14, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 3, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Phase D.

Northstar Section 1, Phase D

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lots 1 (11.630 acres) and 2 (7.055 acres), Quarter Township 2, Township 4, Range 17, United States Military Lands, Containing 18.685 acres of land, more or less, said 18.685 acres being part of that tract of land conveyed to Northstar Residential Development, LLC, by deed of record in Official Record 879, Page 1476, Recorder's Office, Delaware County, Ohio. Cost \$129.

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

RESOLUTION NO. 14-1400

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SANCTUARY AT THE LAKES SECTION 2, PART 1:

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

Whereas M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Sanctuary at the Lakes Section 2, Part 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 3, 2014; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 4, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 3, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 4, 2014, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 9, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on November 21, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sanctuary at the Lakes Section 2, Part 1.

Sanctuary at the Lakes Section 2, Part 1

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lot 1, Quarter Township 1, Township 3 North, Range 18 West, Orange Township, United States Military Lands, and being 22.790 acres out of a 92.165 acre parcel as conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Vol. 1217, Pages 1335-1340, all references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost: \$105.

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

RESOLUTION NO. 14-1401

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR KILLDEER MEADOWS SECTION 3:

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

Killdeer Meadows Section 3

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner's Agreement, The Engineer recommends that the maintenance bond be set at **\$61,900** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place. The Engineer also requests approval to return the bond being held as construction surety to the owner, M/I Homes of Central Ohio, LLC.

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

RESOLUTION NO. 14-1402

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR KILLDEER MEADOWS SECTION 4:

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

Killdeer Meadows Section 4

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner's Agreement, The Engineer recommends that the maintenance bond be set at **\$30,300** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place. The Engineer also requests approval to return the bond being held as construction surety to the owner, M/I Homes of Central Ohio, LLC.

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

RESOLUTION NO. 14-1403

IN THE MATTER OF APPROVING AN AMENDMENT TO THE COOPERATIVE PROJECT AGREEMENT REGARDING SUNBURY ROAD IMPROVEMENTS:

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

WHEREAS, the Board of County Commissioners declared necessity for Improvements to Sunbury Road (County Road 30) from County Line Road to Maxtown Road and entered into a cooperative project agreement with the City of Westerville to undertake such Improvements by resolution 13-683; and,

WHEREAS, the Mid-Ohio Regional Planning Commission is providing federal highway funding for 80 percent of the cost of right of way acquisition and construction of the Improvements, with the remaining costs of the Improvement divided equally between Delaware County and the City of Westerville; and,

WHEREAS, the original cooperative project agreement provided that each party would acquire necessary right of way within its own jurisdiction; and,

WHEREAS, the Ohio Department of Transportation, which administers federally funded highway improvements in Ohio, requires that in the case of an improvement that involves multiple agencies, one local agency be the lead agency for acquisition of all right of way required for the Improvements; and,

WHEREAS, in light of the City of Westerville staff effort in administering the engineering and construction phases of the Improvements, the County Engineer recommends that Delaware County act as the lead agency and administer the right of way acquisition phase;

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following amendment to the Cooperation Agreement between the City of Westerville and Delaware County approved by resolution #13-683 is hereby approved.

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

This First Amendment is made by and between the Westerville City Council ("Westerville") and the Board of Commissioners of Delaware County ("Delaware County") and the Delaware County Engineer, hereinafter known as the Parties to amend the Cooperative Project Agreement Between the City of Westerville and Delaware County dated June 25, 2013, which is incorporated by reference and by Ordinance 2013-19 of the City of Westerville hereinafter referred to as the "Agreement";

In consideration of the mutual benefit to both parties, the Parties agree to amend the Agreement as set forth below:

1. The third (3rd) paragraph of the Agreement is amended in its entirety to read as follows:

"In consideration of the mutual benefit to both Parties, each Party hereby agrees to pay for fifty (50) percent of the total cost of the Project, except for costs associated with the acquisition of parcels, as determined to be necessary for completion of the Project by the Parties, less any costs paid for by grant(s) through state or federal agencies, and mutually agree to the following terms and conditions to further the completion of the Project: The Parties agree to perform all of the following as it relates to the acquisition of parcels in lieu of the terms and conditions of the Agreement."

2. The fourth (4th) paragraph of the Agreement is amended in its entirety to read as follows:

"For the purpose of this First Amendment, Project Costs shall be considered as any costs incurred by either Party in the engineering, inspection, and construction of the Project, except for salaries, benefits and direct costs of regular employees of either Party performing work on the Project. Each Party shall be responsible for one hundred (100) percent of the costs related to acquisition of parcels within their jurisdiction. ODOT funding obtained for the Project shall be credited proportionally to each Party's share of the Project Costs."

3. The fifth (5th) paragraph commencing with the wording "**Delaware County will do the following:**" is amended to delete paragraph 2 in its entirety (but without renumbering the remaining paragraphs) and to add the following additional numbered paragraphs:

"9. Act as lead acquiring agency for all necessary right of way for the Project and approve any necessary Project and/or right of way agreement(s) with ODOT.

10. Provide right of way acquisition services for all parcels required for the Project, including staff employed by the Delaware County Engineer and any consultant(s) retained for appraisals, appraisal reviews, negotiation, closing or other related acquisition services.

11. Contract with, manage and compensate any consultant(s) retained for acquisition services and maintain a proper accounting of all right of way acquisition expenses, which will be attributed to the acquisition cost.

12. Shall file and litigate any necessary appropriations for any parcel within Delaware County's jurisdiction required of the Project.

13. Cooperate and assist Westerville in appropriation proceedings required of the Project.

14. Pay the initial costs of acquisition of all parcels on the Project, including administrative settlements, subject to reimbursement by ODOT and Westerville for the cost of acquisition of all parcels within the municipal corporation limits of the City of Westerville.

15. Prepare an overall summary of right of way acquisition expenses and submit an invoice to Westerville for one hundred (100) percent of costs related to acquisition of parcels within the municipal corporation limits of the City of Westerville."

4. The sixth (6th) paragraph of the Agreement commencing with the wording "**Westerville will do the following:**" is amended to delete paragraph 2 in its entirety (but without renumbering the remaining paragraphs) and to add the following additional numbered paragraphs:

"11. Coordinate with the Delaware County Engineer to review and approve all appraisals and administrative settlements for parcels located within the municipal corporation limits of the City Westerville.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

12. Provide sufficient notation on the right of way plans and legal descriptions for the Project that all parcels within the municipal corporation limits of the City of Westerville are to be acquired in the name of "City of Westerville, an Ohio municipal corporation", and that all parcels located outside the municipal corporation limits of Westerville of Delaware County are to be acquired in the name of "Delaware County Board of Commissioners".

13. File and litigate any necessary appropriations for any parcel within the City of Westerville's corporation boundary required of the Project.

14. Cooperate with and assist Delaware County in any appropriation related proceedings.

15. Reimburse Delaware County for any acquisition costs not paid by ODOT associated with all parcels located within the municipal corporation limits of Westerville.

16. Act as the lead agency in the construction phase of the Project and approve any necessary project agreements with ODOT."

The Parties ratify and reaffirm all the remaining terms and provisions of the Agreement.

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

RESOLUTION NO. 14-1404

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE ENGINEER'S OFFICE:

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

Transfer of Appropriation From	To	Amount
10040421-5420 Road & Bridge/Road Constructions	10040421-5601 Grants In Aid	\$5,000

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

RESOLUTION NO. 14-1405

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell 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
U14-079	American Electric Power	Home Road @ US 23	Relocate overhead pole line

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

RESOLUTION NO. 14-1406

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions

Whereas, The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic, and

Whereas, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

Therefore, Be It Resolved, that the Board of Commissioners reduce the load limits on the below listed

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

Township Roads by 40 percent of the legal limit in accordance with Section 5577.07 of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

2015 POSTED ROADS

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	102	ARMSTRONG		
TOWNSHIP	107	BALE KENYON		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	139	CLARK SHAW		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	104	DUSTIN		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	216	HUDSON		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	61	LANE		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY		
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	114	ORANGE, W	SR 315	US 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	54	PLANTATION		
TOWNSHIP	101	POLLOCK		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257	SAWMILL PARKWAY
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	SR 656	PORTER CENTRAL
TOWNSHIP	56	WILSON	NORTH GALENA	SR 61

Vote on Motion

Mr. Merrell Aye

Mr. O'Brien Aye

RESOLUTION NO. 14-1407

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

IN THE MATTER OF APPROVING THE AMENDED TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE PROSECUTOR’S OFFICE:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following amended Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amended Title IV-D contracts:

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 10/1/2014 through 12/31/2014, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under ORCode Section 2912.21.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$84.77 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$29,670.50
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014

period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$10,087.97	Local Sources
FFP Reimbursement	\$19,582.53	
Total IV-D Contract Cost	\$29,670.50	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, the day after Christmas, New Year's Eve (after 12:00P.M.) and New Year's Day.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014

(Owner) KIRK BROTHERS COMPANY, INC.
and

(Contractor).

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Replace existing sand filters with cloth filters.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: TARTAN FIELDS WTF FILTER REPLACEMENT.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: HDR Engineering, 2800Corporate Exchange Drive, Suite 270, Columbus, Ohio 43231

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For all Work a Lump Sum of:

EIGHT HUNDRED FIFTY-THREE THOUSAND DOLLARS (\$853,000.00)
(words) (numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

Applications for Payment on or about the last day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All retainage moneys as provided in Article 14 of the General Conditions shall be placed in an interest bearing account.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Bid Guaranty and Contract Bond

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

3. General Conditions
4. Supplementary Conditions
5. Plans.
6. Addenda.
7. Exhibits to this Agreement:
 - a. Contractor's Bid
 - b. Experience Record
 - c. Corporate Resolution
 - d. Non-Collusion Affidavit
 - e. Personal Property & Real Estate Tax Affidavit
 - f. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
 - g. Contractor Equal Employment Opportunity Certification
 - h. List of Interested Principals
 - i. Notice of Award
 - j. List of Subcontractors
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).

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

C. There are no Contract Documents other than those listed above in this Article 9. This Agreement, along with all contract documents, constitutes the complete, entire and fully integrated agreement between the parties.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. 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 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 enclosed certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13". Failure to complete and submit 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.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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

This Agreement will be effective on December 4, 2014 (which is the Effective Date of the Agreement).

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Kirk Brothers Company, Inc. in the total amount of \$853,000.00 from org key 66611906-5410.

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

**TIFFANY JENKINS, DIRECTOR OF ENVIRONMENTAL SERVICES
AND
JACK SMELKER
-PRESENTATION METRO PARKS TRAIL EASEMENT THROUGH THE OECC PROPERTY**

RESOLUTION NO. 14-1409

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, DECREASE OF APPROPRIATIONS, AND TRANSFER OF APPROPRIATIONS:

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

Supplemental Appropriations

22111502-5001	Litter Grant/Compensation	1,174.00
22111502-5102	Litter Grant/Workers Comp	18.00
22111502-5103	Litter Grant/Dental Insurance	5.00
22111502-5120	Litter Grant/County Share OPERS	2,908.76
22111502-5131	Litter Grant/County Share Medicare	17.43
22111502-5215	Litter Grant/Program Supplies	332.98
22111502-5309	Litter Grant/Mileage Reimbursement	209.11
22111502-5312	Litter Grant/Advertising	1,321.30

Decrease of Appropriations

22111502-5101	Litter Grant/Health Insurance	(2,110.12)
22111502-5201	Litter Grant/General Supplies	(1,616.46)
22111502-5301	Litter Grant/Contracted Prof Services	(1,400.00)
22111502-5305	Litter Grant/Training & Staff Development	(100.00)
22111502-5310	Litter Grant/Travel Non Taxable	(50.00)
22111502-5313	Litter Grant/Printing Services	(100.00)
22111502-5332	Litter Grant/Cell Phone Allowance	(500.00)
23011703-5365	CDBG Formula 2012/Grant Related Service	(198,000.00)
23011708-5365	CDBG Alloc FY12-14/Grant Related Service	(54,520.60)
25722304-5345	Intensive Supervision/Safety & Security	(25,000.00)

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

	Service	
50111117-5725	Bond Retirement/Principal Payments Bonds	(267,875.83)
50211119-5375	Bond Retirement CFOA/ Election & Settlement Services	(5,396.03)
50411121-5375	BR RD IMP US23 Lewis Center Rd/Election & Settlement Services	(360.16)
50511122-5375	BR Ditch Improvement Primmer/Election & Settlement Services	(58.71)
50611123-5375	BR Ditch Improvement Smith/Election & Settlement Services	(36.59)
50711124-5375	BR Ditch Improvement Sackett/Election & Settlement Services	(12.34)
50811125-5375	BR Sawmill Pkwy Ext TIF/Election & Settlement Services	(378.91)
50911126-5375	BR Olentangy Crossings TIF/Election & Settlement Services	(223.61)
51011127-5375	BR Ditch Improvement Gwinner/Election & Settlement Services	(54.15)
51111128-5375	BR Ditch Improvement Old Kingston/Election & Settlement Services	(53.99)
51211129-5375	BR Ditch Improvement Coomer/Election & Settlement Services	(254.20)
51311130-5375	BR Ditch Improvement Basiger	(78.38)
51411131-5375	BR Ditch Improvement Jones Tim/Election & Settlement Services	(185.10)
51511132-5375	BR DI Sheets #318/Election & Settlement Services	(26.71)
51611133-5375	BR DI Brookview/Election & Settlement Services	(69.72)
51711134-5375	BR DI McNamara/Election & Settlement Services	(38.84)
51911136-5375	BR O'Brien Ditch/Election & Settlement Services	(13.39)
52011138-5375	BR DI Scott Dutcher/Election & Settlement Services	(74.39)
52111140-5375	BR DI Midway Gardens/Election & Settlement Services	(70.73)
 Transfer of Appropriations		
From	To	
10011105-5001 Facilities/Compensation	10011105-5301 Facilities/Contracted Prof. Services	9,500.00
10011105-5101 Facilities/Health Insurance	10011105-5325 Facilities/Maint Contracts & Agreements	7,750.00
10011105-5102 Facilities/Workers Comp	10011105-5325 Facilities/Maint Contracts & Agreements	250.00
10011105-5120 Facilities/County Share OPERS	10011105-5325 Facilities/Maint Contracts & Agreements	3,700.00
10011105-5131 Facilities/County Share Medicare	10011105-5325 Facilities/Maint Contracts & Agreements	800.00
10011106-5228 Service Center/Vehicle Maint & Repair Supply	10011105-5325 Facilities/Maint Contracts & Agreements	7,500.00
10011106-5228 Service Center/Vehicle Maint & Repair Supply	10011105-5201 Facilities/General Supplies	5,000.00
10011106-5228 Service Center/Vehicle Maint & Repair Supply	10011105-5328 Facilities/Maint & Repair Services	6,000.00
10011303-5001	10011303-5260	10,000.00

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014

EMS/Compensation	EMS/Inventoried Equipment	
10011303-5001	10011303-5305	6,400.00
EMS/Compensation	EMS/Training and Staff Development	
10029201-5101	10029201-5001	225.00
Common Pleas Jury/Health Insurance	Common Please Jury/Compensation	
10030301-5342	10030301-5001	5,000.00
Coroner/Medical Services	Coroner/Compensation	
20110106-5301	20110106-5120	500.00
REA GIS/Contracted Prof Services	REA GIS/County Share PERS	
Vote on Motion	Mr. O'Brien Aye	Mr. Merrell Aye

ADMINISTRATOR REPORTS

Tim Hansley

-There is bill trying to be passed at the State House which could affect the way sewer line tap-in fees are collected. Without objection from the board, Tim would like to draft a letter of opposition to the bill, as currently written, and have the Commissioners sign it. No objection, so a letter will be drafted.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended and participated in a Regional Planning Commission on Tuesday evening.

Commissioner Merrell

-Will be attending an Adaptive Home house warming for a local wounded warrior today at 4:00pm.

RESOLUTION NO. 14-1410

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING LITIGATION OR IMMINENT LITIGATION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:40AM.

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

RESOLUTION NO. 14-1411

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 11:58AM.

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

There being no further business, the meeting adjourned.

 Gary Merrell

 Ken O'Brien

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 4, 2014**

Jennifer Walraven, Clerk to the Commissioners