

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 29, 2014

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

Present:
Gary Merrell, President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1468

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 18, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 18, 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. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1469

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1224, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1224:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1224, memo transfers in batch numbers MTAPR1224:

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

RESOLUTION NO. 14-1470

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2015:

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

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

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1450003	METROPOLITAN LIFE INSURANCE COMPANY	SINGLE DENTAL SUPPLEMENT	60211902 - 5370	\$ 15,790.94	0001
R1450025	STATEWIDE FORD LINCOLN MERCURY INC	TOTALED 21-12 SETTLED CLAIM	60111901 - 5370	\$ 16,541.01	0001
R1450053	PNC BANK	P-CARD PURCHASES - REGIONAL SEWER	66211901 - 5200	\$ 5,000.00	0001
R1450053	PNC BANK	P-CARD PURCHASE - REGIONAL SEWER DISTRICT	66211901 - 5300	\$ 1,500.00	0002
R1450062	TRI COUNTY TOWER SERVICE INC	TOWER WORK	21411306 - 5328	\$ 8,000.00	0001

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R1450066	PNC BANK	CREDIT CARD	21411306 - 5200	\$ 2,700.00	0001
R1450066	PNC BANK	CARD CREDIT	21411306 - 5300	\$ 2,500.00	0002
R1450073	STEPHEN CAMPBELL & ASSOC INC	911 RECORDER SOFTWARE UPGRADE	21411306 - 5320	\$ 11,995.00	0001
R1450075	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - OECC	66211903 - 5338	\$ 50,000.00	0001
R1450075	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - ALUM CREEK	66211904 - 5338	\$ 65,000.00	0002
R1450075	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - SCIOTO RESERVE	66211907 - 5338	\$ 8,000.00	0003
R1450075	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - HOOVERWOODS	66211909 - 5338	\$ 600.00	0004
R1450075	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - SCIOTO HILLS	66211910 - 5338	\$ 1,500.00	0005
R1450091	ZASHIN & RICH CO LPA	PROFESSIONAL LEGAL SERVICES	10011303 - 5361	\$ 7,700.00	0001
R1450094	CARE HEATING & COOLING INC	REPLACE FURNACE AT OECC	66211903 - 5450	\$ 6,365.00	0001
R1450097	PROSECUTORS	PROSECUTOR'S CONTRACT CARRY OVER	23711630 - 5301	\$ 6,700.00	0001
R1450101	JUVENILE COURT	JUVENILE COURT CARRY OVER	23711630 - 5360	\$ 11,200.00	0001
R1450103	COLUMBIA GAS OF OHIO	NATURAL GAS BILLS	10011105 - 5338	\$ 7,879.16	0001
R1450104	COLUMBIA GAS OF OHIO	GAS SERVICE - OECC	66211903 - 5338	\$ 5,000.00	0001
R1450104	COLUMBIA GAS OF OHIO	GAS SERVICE - ALUM CREEK PS	66211904 - 5338	\$ 200.00	0002
R1450104	COLUMBIA GAS OF OHIO	GAS SERVICE - SCIOTO RESERVE	66211907 - 5338	\$ 100.00	0003
R1450110	NEW HORIZONS COMPUTER LEARNING CTR INC	COMPUTER TRAINING TUITION	22311611 - 5348	\$ 12,150.00	0001
R1450121	ACME ENTERPRISES INC	CLIENT TRAVEL	22411601 - 5355	\$ 5,800.00	0001
R1450122	DELAWARE AREA TRANSIT AGENCY	CLIENT TRAVEL	22411601 - 5355	\$ 8,000.00	0001
R1450123	DELAWARE AREA CAREER CENTER	ABLE	22411601 - 5348	\$ 7,880.00	0001
R1450130	CRANE I SERVICES INC	CRANE INSPECTIONS - OECC	66211903 - 5328	\$ 925.00	0001
R1450130	CRANE I SERVICES INC	CRANE INSPECTIONS - ALUM CREEK	66211904 - 5328	\$ 3,465.00	0002
R1450130	CRANE I SERVICES INC	CRANE INSPECTIONS - TARTAN	66211906 - 5328	\$ 665.00	0003
R1450141	FACILITIES	FACILITIES	22411605 - 5331	\$ 11,000.00	0001
R1450163	FOSTERS TRUCK & TRAILER	INSTALL GENERATOR - TRANSFER SWITCH AND FUEL TANK	66211901 - 5328	\$ 7,937.68	0001
R1450168	POLYDYNE INC	CHEMICAL - POLYMER - OECC	66211903 - 5290	\$ 20,000.00	0001
R1450169	SHERIFF'S OFFICE	CSEA CONTRACT	10011102 - 5360	\$ 20,091.79	0001
R1450170	JUVENILE COURT	CSEA CONTRACT	10011102 - 5360	\$ 30,758.52	0001
R1450171	COMMON PLEAS 2ND	CSEA CONTRACT	10011102 - 5360	\$ 14,547.72	0001
R1450172	TRIDENT SECURITY LLC	SECURITY SERVICE	10011102 - 5301	\$ 13,000.00	0001

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R1450173	BALLINGER GLASS	(104) WINDOWS - CHANNING ST	40111402 - 5410	\$ 25,785.00	0001
R1450175	STATEWIDE FORD LINCOLN MERCURY INC	2015 FORD SUV INTERCEPTOR	41711436 - 5450	\$ 13,310.99	0001
R1450176	COLUMBUS FLOORS	WOLF BLDG - REPLACE CARPET	40111402 - 5328	\$ 4,987.00	0001
R1450176	COLUMBUS FLOORS	1251 RT 23 - REPLACE CARPET	40111402 - 5328	\$ 7,514.00	0002
R1450177	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - OECC	66211903 - 5380	\$ 6,077.00	0001
R1450177	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - ALUM CREEK	66211904 - 5380	\$ 22,880.00	0002
R1450177	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - TARTAN	66211906 - 5380	\$ 418.00	0003
R1450177	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - SCIOTO RESERVE	66211904 - 5380	\$ 1,316.00	0004
R1450178	KEY CHRYSLER JEEP DODGE	SHERIFF - (2) DODGE GRAND CARAVAN	41711436 - 5450	\$ 42,680.00	0001
R1450180	STATEWIDE FORD LINCOLN MERCURY INC	(3) 2015 FORD SUV INTERCEPTOR	41711436 - 5450	\$ 93,900.00	0001
R1450184	FINANCE DIRECTOR, DELAWARE CORP	CITY PROSECUTOR	10029203 - 5360	\$ 45,000.00	0001
R1450190	MARYSVILLE FENCE	PUMP STATION	66211907 - 5328	\$ 5,520.00	0001
R1450195	SWITCHBOX INC	SWITCHBOX INC CONTRACT AND SERVICES FOR ECONOMIC	21011113 - 5320	\$ 5,500.00	0001
R1450196	S M MILLER CONSTRUCTION CO INC	PRESSURE TESTING - PAINTING AND OVERALL INSPECTION	66211904 - 5328	\$ 13,867.00	0001
R1450208	ARCADIS US INC	NORTHSTAR WWTP ANALYSIS	66211911 - 5301	\$ 60,000.00	0001
R1450210	OHIO EDISON CO	LOWER SCIOTO - ELECTRIC	66211905 - 5338	\$ 3,000.00	0001
R1450210	OHIO EDISON CO	TARTAN FIELD - ELECTRIC	66211906 - 5338	\$ 3,500.00	0002
R1450213	MOTOROLA SOLUTIONS INC	MOTOROLA RADIOS	21411306 - 5260	\$ 21,989.50	0001
R1450214	NEXGENACCESS INC	THROUGH OUT THE COUNTY	66211901 - 5450	\$ 12,658.00	0001
R1450215	MOTOROLA SOLUTIONS INC	RADIO PARTS	21411306 - 5201	\$ 1,000.00	0001
R1450215	MOTOROLA SOLUTIONS INC	MOTOROLA TRAINING	21411306 - 5305	\$ 5,000.00	0002
R1450216	SUBURBAN NATURAL GAS CO INC	GAS SERVICE - ALUM CREEK	66211904 - 5338	\$ 6,000.00	0001
R1450217	AIR FORCE ONE INC	HEATING AND COOLING REPAIRS - NORTHSTAR	66211911 - 5328	\$ 7,700.00	0001
R1450217	AIR FORCE ONE INC	HEATING AND COOLING - ALUM CREEK	66211904 - 5328	\$ 4,500.00	0002
R1450221	M TECH COMPANY	2014 GAPVAX COMBINATION JET VAC TRUCK	66211901 - 5450	\$541,960.00	0001
R1450223	MEADE CONSTRUCTION INC	ALUM CREEK ROOF REPLACEMENT	66611904 - 5410	\$486,587.04	0001

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R1450224	S M MILLER CONSTRUCTION CO INC	DIESEL TANK FOR EMERGENCY GENERATOR	66611904 - 5450	\$146,762.00	0001
R1450251	WILLIES CRANE SERVICE	CRANE SERVICE TO REPAIR CLARIFIERS AT ALUM CREEK	66211904 - 5328	\$ 6,000.00	0001
R1450252	STATUS CONTROL AND INTEGRATION INC	SCADA REPAIRS - ALUM CREEK	66211904 - 5328	\$ 5,000.00	0001
R1450252	STATUS CONTROL AND INTEGRATION INC	PLC INSTALLATION - LOWER SCIOTO	66211905 - 5328	\$ 14,812.00	0002
R1450256	XYLEM WATER SOLUTIONS USA INC	CONTRACT SERVICE FOR MULTIRODE OUTPOST 3 SOFTWARE	66211901 - 5320	\$ 44,599.05	0001
R1450257	XYLEM WATER SOLUTIONS USA INC	OUTPOST 3 THIN CLIENTS	66211901 - 5320	\$ 12,995.00	0001
R1450259	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG Contract Balance	22311611 - 5348	\$ 26,048.79	0001
R1450261	VARIOUS JFS RESIDENTIAL TREATMENT	Residential Treatment	22511607 - 5342	\$ 85,000.00	0001
R1450269	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211903 - 5290	\$ 15,000.00	0001
R1450269	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211904 - 5290	\$ 10,000.00	0002
R1450269	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211906 - 5290	\$ 1,500.00	0003
R1450271	PUBLIC DEFENDER ATTORNEY'S	PUBLIC DEFENDER ATTORNEYS	10011202 - 5301	\$ 75,000.00	0001
R1450274	AMERICAN ELECTRIC POWER	ELECTRIC BILLS	10011105 - 5338	\$ 19,000.00	0001

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

RESOLUTION NO. 14-1471

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Joseph Farmer attend a Management of EMS training in Columbus, OH from April 27-May 8, 2015 at the cost of \$75.00 (fund number 10011303).

Environmental Services is requesting that Ricky Thomas, Mason Janczak, Jared Ruhl, Anthony Cooper, Michael Jodrey and Chad Sealey attend the 2015 Water and Wastewater Equipment, Treatment and Transport Show in Indianapolis, Indiana from February 23 – 26, 2015 at a total cost of \$2,895.60 from org key 66211901 – 5305.

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

RESOLUTION NO. 14-1472

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR MONDAY MARCH 30, 2015 AND THURSDAY APRIL 2, 2015:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to cancel the Commissioners’ sessions scheduled for Monday March 30, 2015 And Thursday April 2, 2015.

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

RESOLUTION NO. 14-1473

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A TRACTOR FOR THE ENGINEER’S OFFICE ALONG WITH TRADE-IN:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the County Engineer and the Engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a mowing tractor for use in performing the office’s official duties; and

WHEREAS, the Board participates in the State of Ohio Cooperative Purchasing Program (the “Program”), and the mowing tractor needed is available for purchase through the Program; and

WHEREAS, pursuant to Section 307.12(G) of the revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Franklin Equipment is offering a trade-in credit on the purchase of a new tractor; and

WHEREAS, the County has two New Holland Tractors and two Motrim flail mower heads that are not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new tractor.

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

Section 1. The Board hereby authorizes the purchase of a 2014 T5.105 New Holland Electro-Command Hi-Vise Cab Tractor with front weights from Franklin Equipment at the price of \$63,294.00.

Section 2. The purchase authorized in Section 1 shall be subject to the contract and terms and conditions for Index Number STS515, Contract # 800266 in the Program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 3. The Board hereby finds that the County has a 2011 New Holland TD5050 Tractor, Serial Number ZAJN52596 that is not needed, obsolete, or unfit for public use and authorizes the sale of said tractor to Franklin Equipment for the price of \$26,500 as a credit on the purchase price stated in Section 1.

Section 4. The Board hereby finds that the County has a 2011 New Holland TD5050 Tractor, Serial Number ZAJN52416 that is not needed, obsolete, or unfit for public use and authorizes the sale of said tractor to Franklin Equipment for the price of \$26,500 as a credit on the purchase price stated in Section 1.

Section 5. The Board hereby finds that the County has a 2011 Motrim CSA-74F flail mower head, Serial Number 201121 that is not needed, obsolete or unfit for public use and authorizes the sale of said flail mower head to Franklin Equipment for the price of \$1,000 as a credit on the purchase price stated in Section 1.

Section 6: The Board hereby finds that the County has a 2011 Motrim CR-88F flail mower head, Serial Number 20112, that is not needed, obsolete, or unfit for public use and authorizes the sale of said equipment to Franklin Equipment for the price of \$1,500 as a credit on the purchase price stated in Section 1.

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

RESOLUTION NO. 14-1474

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR CHESHIRE WOODS SECTION 3-A:

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

WHEREAS, on December 10, 2014, a Ditch Maintenance Petition for Cheshire Woods Section 3-A was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Cheshire Woods Section 3-A located off of Cheshire Road in Berkshire Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$420,200 for the benefit of the lots being created in this subdivision. Thirty-two lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$13,131.25 per lot. An annual maintenance fee equal to 2% of this basis (\$262.63) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$8,400 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 14-1475

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR OLD HARBOR ESTATES, SOUTH OLD STATE ROAD WIDENING:

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

Whereas, The Engineer recommends approving the Owner's Agreement For Old Harbor Estates, South Old State Road Widening.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Old Harbor Estates, South Old State Road Widening

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 29th day of December 2014 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **OLD HARBOR ESTATES, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**Old Harbor Estates, South Old State Road Widening**" which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FOUR HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$424,300)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than October 1, 2015** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.

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- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 14-1476
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
U14-084	CenturyLink	Blue Church Road	Relocate buried cable
U14-085	American Electric Power	Rail Timber Way	Bury electric cable
U14-086	Team Fishel for AT&T	Sanctuary at the Lakes	Install fiber conduit
U14-087	Team Fishel for AT&T	Somerset & Augusta Drives	Install fiber conduit

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

RESOLUTION NO. 14-1477
A RESOLUTION DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; ESTABLISHING A REDEVELOPMENT TAX EQUIVALENT FUND AND PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS INTO THAT FUND; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS DIRECTLY BENEFITING THE PARCELS.

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

WHEREAS, Ohio Revised Code Sections 5709.77 to 5709.80 (collectively, the “*TIF Statutes*”) authorize the legislative authority of a county, by resolution, to declare the improvement to parcels of real property located within the unincorporated territory of the county to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of the those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, this Board has determined to declare the improvements to certain parcels of real property, which parcels are further described in Section 1, to be a public purpose; and

WHEREAS, this Board desires to provide for the construction and/or installation of the public infrastructure improvements described in Section 2; and

WHEREAS, notice of this proposed Resolution has been delivered to the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center in accordance with and within the time periods prescribed in Ohio Revised Code Sections 5709.78 and 5709.83;

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

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Section 1. Parcels of Real Property. The parcels of real property subject to the exemption granted by this Resolution are identified and depicted in **EXHIBIT A** attached hereto (each, as currently or subsequently configured, individually, a “*Parcel*” and collectively, the “*Parcels*”).

Section 2. Public Infrastructure Improvements. This Board hereby designates the public infrastructure improvements described in **EXHIBIT B** attached hereto (the “*Public Infrastructure Improvements*”) and any other public infrastructure improvements hereafter designated by resolution as public infrastructure improvements made, to be made or in the process of being made by the County that directly benefit, or that once made will directly benefit, the *Parcels*.

Section 3. Authorization of Tax Exemption. This Board hereby finds and determines that 75% of the increase in assessed value of each *Parcel* subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in Ohio Revised Code Section 5709.77(D)) is hereby declared to be a public purpose and shall be exempt from taxation in accordance with Ohio Revised Code Section 5709.78(A) for a period commencing for each *Parcel* with the first tax year that begins after the effective date of this Resolution and in which an *Improvement* attributable to a new structure on that *Parcel* first appears on the tax list and duplicate of real and public utility property were it not for the exemption granted by this Resolution and ending on the earlier of (a) ten (10) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 4 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

Section 4. Service Payments. Pursuant to Ohio Revised Code Section 5709.79, the owner of each *Parcel* is hereby required to and shall make service payments in lieu of taxes with respect to the *Improvement* allocable thereto to the Treasurer of Delaware County, Ohio (the “*County Treasurer*”) on or before the final dates for payment of real property taxes. The service payments in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that *Improvement* if it were not exempt from taxation pursuant to Section 3 of this Resolution, including any penalties and interest (collectively, the “*Service Payments*”). The *Service Payments*, and any other payments with respect to each *Improvement* that are received by the County Treasurer in connection with the reductions required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), shall be allocated, distributed and deposited in accordance with Section 6 of this Resolution.

Section 5. TIF Fund. This Board hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.80, the Slate Ridge Redevelopment Tax Equivalent Fund (the “*TIF Fund*”). The *TIF Fund* shall be maintained in the custody of the County and shall receive all distributions to be made to the County pursuant to Section 6 of this Resolution. Those *Service Payments* and *Property Tax Rollback Payments* received by the County with respect to the *Improvement* of each *Parcel* and so deposited pursuant to Ohio Revised Code Section 5709.80 shall be used solely for the purposes authorized in the TIF Statutes or this Resolution. The *TIF Fund* shall remain in existence so long as such *Service Payments* and *Property Tax Rollback Payments* are collected and used for the aforesaid purposes, after which time the *TIF Fund* shall be dissolved and any incidental surplus funds remaining therein transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80.

Section 6. Distributions. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the *Service Payments* and *Property Tax Rollback Payments* to the County for further deposit into the *TIF Fund* for (a) payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any securities of the County issued to pay or reimburse financing costs or costs of those Public Infrastructure Improvements and (b) any other lawful purpose.

All distributions required under this Section 6 are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. Further Authorizations. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Economic Development Coordinator, the Clerk of this Board and other County officials, as appropriate, are each authorized and directed to make such arrangements as are necessary and proper for collection of the *Service Payments* and the *Property Tax Rollback Payments* and to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 8. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

Section 9. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.78(H), the Economic Development Coordinator is hereby directed to deliver a copy of this Resolution to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or

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before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Economic Development Coordinator or other authorized officer of the County is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.78(H).

Section 10. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 11. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The shaded area on the following map specifically identifies and depicts the Parcels and constitutes part of this **EXHIBIT A**. The Parcels include, without limitation, the tax parcels listed below (as they existed in the County Auditor’s records on December 22, 2014).

<u><i>Slate Ridge TIF</i></u>		
<u>Parent Parcels</u>	<u>Acres</u>	<u>Current Owner</u>
318-230-01-001-001	11.434	MC MSB LLC
318-230-01-003-000	92.550	HIGHDEV II LLC
318-230-01-003-003	2.700	MENARD INC
318-230-01-003-004	3.700	MENARD INC
318-230-01-003-005	3.900	MENARD INC
318-230-01-003-006	2.400	MENARD INC
318-230-01-003-007	2.300	MENARD INC
318-230-01-003-008	2.000	MENARD INC
318-230-01-003-009	1.500	MENARD INC
318-230-01-003-010	3.400	MENARD INC
318-230-01-003-011	5.300	MENARD INC
318-230-01-003-013	2.000	MENARD INC
318-230-01-003-014	1.500	MENARD INC
318-230-01-003-015	1.100	MENARD INC
318-230-01-003-016	1.100	MENARD INC
318-230-01-003-017	1.100	MENARD INC
318-230-01-003-018	1.200	MENARD INC
318-230-01-003-019	1.200	MENARD INC
318-230-01-003-020	1.100	MENARD INC
318-230-01-003-021	1.200	MENARD INC
318-230-01-003-022	2.200	MENARD INC

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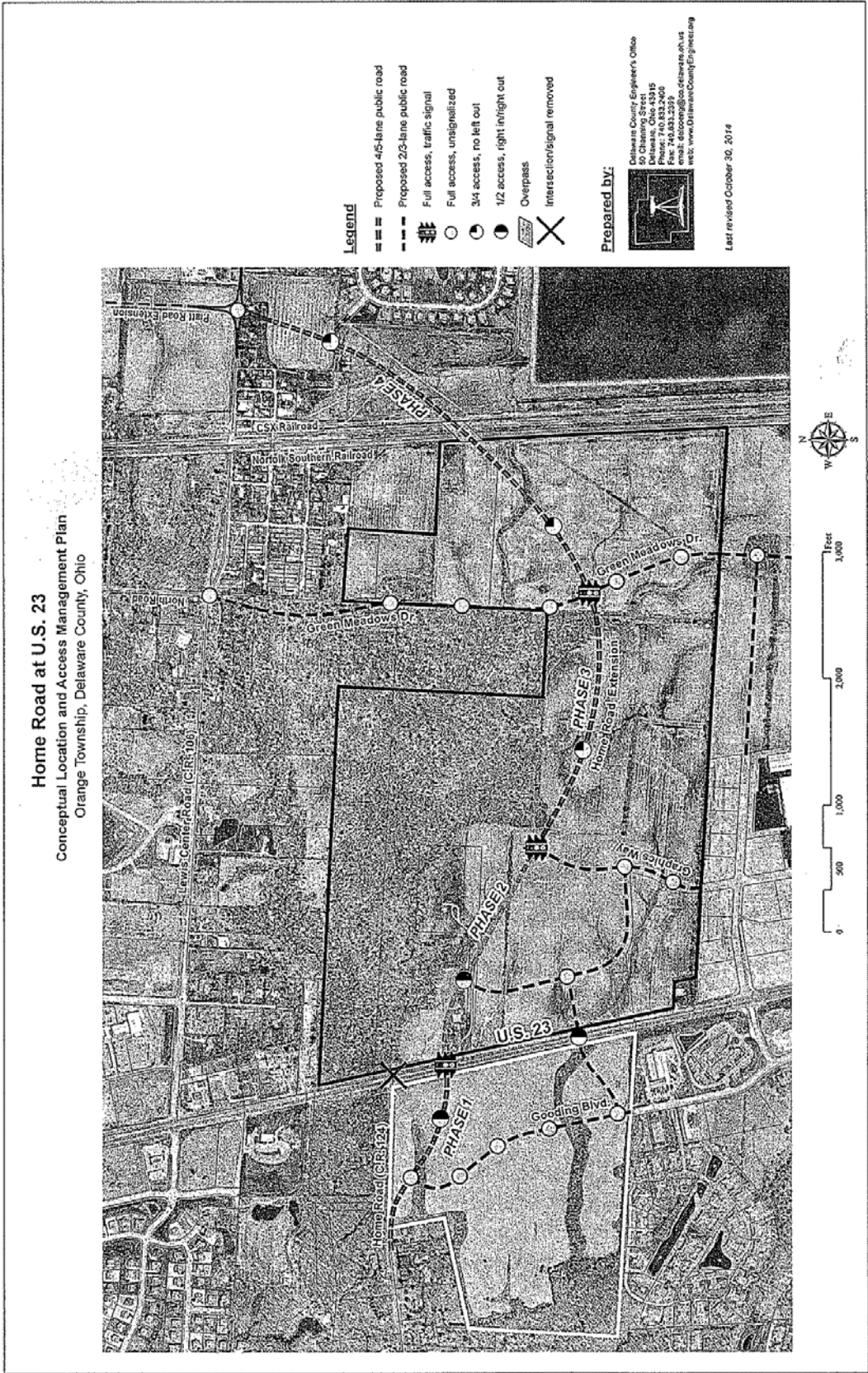


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the Home Road Extension east of U.S. 23 on or near the Parcels that will directly benefit the Parcels and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code) and in each case, together with transportation improvements, including constructing, reconstructing, extending, opening, widening, grading, draining, curbing, paving, resurfacing, and traffic signage and signalization, bridges or tunnels, public utilities, including water, sanitary sewer, storm sewers, storm water improvements, burial and/or relocation of utility lines, gas, electric and communications service facilities (including fiber optics), street lighting, business signage restoration or improvements, landscaping, aesthetic improvements, sidewalks, bikeways, acquisition of interests in real property, erosion and sediment control measures, and acquisition of related equipment, each together with all other necessary appurtenances thereto, which improvements will benefit the Parcels.

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

RESOLUTION NO. 14-1478
IN THE MATTER OF DESIGNATING THE DELAWARE COUNTY ECONOMIC DEVELOPMENT COORDINATOR AS THE HOUSING OFFICER FOR DELAWARE COUNTY:

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

Whereas, various provisions of the Ohio Revised Code require the Delaware County Board of Commissioners to designate a housing officer for Delaware County; and

Whereas, the Delaware County Board of Commissioners desires to designate the Delaware County Economic Development Coordinator as the housing officer for Delaware County;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby designates the Delaware County Economic Development Coordinator as the housing officer for Delaware County.

BE IT FURTHER RESOLVED that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

RESOLUTION NO. 14-1479

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2014 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT B-F-14-1AT-1 WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to accept Grant Agreement B-F-14-1AT-1:

WHEREAS, Delaware County Board of Commissioners Resolution 14-871 authorized the Economic Development Coordinator to submit a Program Year 2014 Small Cities Community Development Block Grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided a Grant Agreement, which must be accepted before project funding can begin; and

WHEREAS, the Economic Development Coordinator has reviewed the Grant Agreement and recommends approval;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves Grant Agreement B-F-14-1AT-1 for the PY2014 Small Cities Community Development Block Grant and authorizes the President of the Board to execute the Grant Agreement and any administrative documents in support thereof.

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT GRANT PROGRAM
CFDA No. 14,228

GRANT AGREEMENT

F.T.I. Number: 316400065

Grant Number: B-F-14-1AT-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001 (the "Grantor"), and Delaware County Commissioners, located at 101 N. Sandusky Street, Delaware, OH 43015-1732, (the "Grantee"), for the period beginning September 1, 2014 and ending February 29, 2016 (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.

B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$193,000.00 ("Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Grant Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be

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contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made apart hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report," as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at:
http://development.ohio.gov/cs/cs_fiscalforms.htm.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five years from the final close out of Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

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- a. if Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
 - b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a no finding' letter may be submitted instead of the audit to Grantor's Audit Office.
 - c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at http://www.whitehouse.gov/omb/financial_fin_single_audit.
 - d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.
12. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.
- In the event that the construction work is to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (CRC) Sections 4115.03 to 4115.15, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.
14. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
15. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
16. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the CRC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

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17. Termination.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
4. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. Effects of Termination. Within 30 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

20. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

21. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. Adherence to State and Federal Laws, Requisitions.

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of each obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security Withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections

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2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio,

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or apolitical subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

24. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds, If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

25. Public Records. Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

26. Miscellaneous.

a. Governing Law. Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. Severability. Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which mayor are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:
Delaware County Commissioners
101 N. Sandusky Street
Delaware, OH 43015-1732
Attn: Gary Merrell, President

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f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission, Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.

i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

(Copy of the grant agreement exhibits A-E are available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 14-1480

**IN THE MATTER OF APPROVING THE REVISED AMENDED TITLE IV-D CONTRACT
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, on December 4, 2014 with Resolution No. 14-1407 the Delaware County Board of Commissioners approved an amended Title IV-D contract with the Prosecutor's Office; and

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners:

- 1. approve the following revised amended Title IV-D contract, and
- 2. rescind Resolution No. 14-1407, from December 4, 2014

Ohio Department of Job and Family Services
IV-D CONTRACT AMENDMENT

The Delaware County Child Support Enforcement Agency (CSEA) and Delaware County Prosecutor's Office hereby agree to amend the IV-D Contract, as contained in the JFS 07018 (IV-D Contract) and other JFS IV-D contract forms or documents which are incorporated by reference herein, which became effective on 01/01/2014 and are referred to as ODJFS Contract Number 21140205.

Nothing in this IV-D Contract Amendment shall be construed contrary to state or federal laws and

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regulations.

The CSEA or Contractor may modify the language in this IV-D Contract Amendment, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to the Office of Child Support (OCS), and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract Amendment without the agreement of both parties to the IV-D Contract Amendment and acceptance from OCS, the modified IV-D Contract Amendment will have no force or effect of law.

The following IV-D Contract Terms that are checked will be amended:

- ☐ **IV-D Contract Period:** The IV-D Contract is effective from through , unless terminated earlier in accordance with the terms listed in paragraph 23 of the JFS 07018. 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.
- ☐ **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: <describe the unit of service>.

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).

- ☐ **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

☒ **IV-D Contract Costs:**

- A. Unit Rate:** The Unit Rate for this IV-D Contract is \$61.06 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.
- B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$73,270.78.

- ☐ **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 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.

- A.** 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	\$24,912.07	Local Sources
FFP Reimbursement	\$48,358.71	
Total IV-D Contract Cost	\$73,270.78	

- B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- ☐ **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 Amendment in a separate document with a label at the top of the first page that reads, "Performance Standards."

- ☐ **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 <beginning hour> and <ending hour> on the following days <days> with the exception of the following days: <holidays or other days closed>.

Vote on Motion

Mr. Merrell

Aye

Mr. O'Brien

Aye

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IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MIRASOL SECTION 1:

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

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

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

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

Mirasol Section 1	2,250’ feet of 8- inch sewer	\$208,060.00
	9 ea.- manholes	\$20,700.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye
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RESOLUTION NO. 14-1482

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NORTHSTAR SECTION 1, PHASE D:

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

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

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

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

Northstar Section 1, Phase D

2,384 feet of 8- inch sewer	\$191,737.00
11 ea.- manhole	\$24,200.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
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WITHOUT OBJECTION PROPOSED RESOLUTION NO. 14-1483 WAS TABLED TO MONDAY JANUARY 5, 2015

RESOLUTION NO. 14-1483

IN THE MATTER OF APPROVING A FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS WITH KINSALE VILLAGE, LLC, AND GOLF VILLAGE NORTH, LLC:

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

WHEREAS, two developers, Kinsale Village, LLC and Golf Village North, LLC, have requested that Delaware County approve an amendment to the reallocation of taps as between the two developers’ respective properties; and

WHEREAS, Delaware County requested that any reallocation be formally memorialized and recorded prior to approval; and

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WHEREAS, the Director of Environmental Services recommends approval of a First Amendment to Declaration of Covenants and Restrictions that sets forth the revised reallocation and shall be recorded to provide public notice of the reallocation;

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

Section 1. The Board hereby approves the following First Amendment to Declaration of Covenants and Restrictions and authorizes the President of the Board to execute it on the Board's behalf:

FIRST AMENDMENT TO

DECLARATION OF COVENANTS AND RESTRICTIONS

This First Amendment to Declaration of Covenants and Restrictions (this "Amended Declaration") is made to be effective as of this 29th day of December, 2014 (the "Effective Date"), by and among Kinsale Village LLC, an Ohio limited liability company ("Kinsale Village") and Golf Village North LLC, an Ohio limited liability company ("Golf Village North") and the Board of County Commissioners of Delaware County, Ohio ("Delaware County").

Recitals:

A. The parties hereto executed a Declaration of Covenants and Restrictions (the "Original Declaration") relating to the allocation of sewer taps on June 6, 2013, of record as Book 1251, Page 699, Recorder's Office, Delaware County, Ohio; and

B. The parties wish to amend the Original Declaration to re-allocate the sewer taps between Kinsale Village and the undeveloped Commercial Sites.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and their successors and assigns, hereby agree as follows:

§1. Allocation. Upon the recording of this declaration, Kinsale Village within Subarea A will thereafter have 125 sewer taps allocated to it in accordance with Exhibit A and the undeveloped Commercial Sites will have 46 (14.55 + 31.46) sewer taps allocated to it in accordance with Exhibit A. The parties hereto acknowledge that the allocation of sewer taps as set forth on Exhibit A may limit any future development of the subject property contained within the Subarea and agree to be bound by the allocation set forth herein. Delaware County has reviewed the allocation on Exhibit A and hereby approves said allocation as set forth on Exhibit A.

§2. Perpetual Restrictions. The easements, covenants, restrictions and obligations set forth in this Declaration shall be perpetual and shall run with the land for the benefit of and as a burden to, and shall be enforceable by and against, each Party and its successors and assigns. This Declaration and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of the Parties, or their respective successors or assigns.

§3. Miscellaneous. Other than as amended and provided herein, all other terms and conditions of the Original Declaration shall remain in full force and effect, and the Original Declaration is hereby ratified and affirmed, as amended hereby. Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Original Declaration

IN WITNESS WHEREOF, the parties hereto have each caused this Amended Declaration to be executed and acknowledged by its duly authorized representative to be effective as of the Effective Date.

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

RESOLUTION NO 14-1484

IN THE MATTER OF ACCEPTING THE AWARD FOR THE EDWARD BYRNE MEMORIAL JUSTICE GRANT:

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

Grant #	2014-JG-D01-6733
Source:	Office of Criminal Justice Services
Grant Period:	January 1, 2015 – December 31, 2015

Federal Grant Requested Amount:	\$ 10,500.00
Local Match:	<u>\$ 3,497.01</u>
Total JAG Grant Amount:	\$ 13,997.01

The acceptance of this grant allows us to partially employ our drug prosecutor, Brian Walter. This would then help to reduce the impact of drug and firearm traffickers, gangs, pharmaceutical diversion, and other organized criminal activity.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye
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RESOLUTION NO. 14-1485

IN THE MATTER OF AUTHORIZING THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS TO VARIOUS FUNDS FOR THE YEAR 2015:

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

Whereas in previous years advances from the general fund were made to various funds, and

Whereas these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2015.

Whereas, these dollars are expected to be repaid to the general fund in the year 2015.

Therefore be it resolved that the following advances be carried over to the year 2015

23212103	Jag Drug Prosecutor Grant	5,453.58
25322312	Justice Reinvestment Initiative	50,000.00
29440423	Home & SR 257	864,725.00
50411121	BR RD IMP US23 Lewis Center	20,543.53
52111140	BR DI Midway Gardens	595.21

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-1486

IN THE MATTER OF ESTABLISHING THE HOME RD CAPITAL PROJECTS FUND IN
ACCORDANCE WITH O.R.C. 5705.13:

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

WHEREAS, the Board of County Commissioners intend to establish a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, to pay for the costs of acquiring, constructing, or improving roads and bridges; and

WHEREAS, a resolution creating a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, shall identify the source of the money to be used to acquire, construct, or improve the fixed assets identified in the resolution, the amount of money to be accumulated for that purpose, the period of time over which that amount is to be accumulated, and the fixed assets that the Board intends to acquire, construct, or improve with the money to be accumulated in the fund;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that a Home Rd Capital Projects Fund be established as follows:

Section 1. The Board hereby establishes the Home Rd Capital Projects Fund (41940434), pursuant to section 5705.13(C) of the Revised Code, for the purpose of acquiring, constructing, or improving public roads and bridges under the Board’s authority.

Section 2. The Board hereby establishes a new Fund, establishes a new Organizational Key, approves 2015 supplemental appropriation, and approves a transfer of funds as follows:

Establish New Fund

419	Home Rd Capital Projects
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Establish New Org Key

41940434	Home Rd Capital Projects
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2015 Supplemental Appropriation

41940434-5420	Home Rd Capital Projects/Road Construction	\$ 2,400,000.00
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Transfer of Funds

From	To	
10040421-5801	41940434-4601	\$ 2,400,000.00
Road & Bridge Projects/Transfers	Home Rd Capital Projects/Interfund Revenue	

Section 3. The Board hereby declares that no additional funds shall be accumulated in the Home Rd Capital Projects fund (41940434), setting the amount to be accumulated therein at \$2,400,000.00.

Section 4. In accordance with section 5705.13(C), all funds accumulated in the Fund shall not be accumulated beyond December 29, 2024, and any contract for the acquisition, construction, or improvement of the fixed assets identified in this Resolution to be paid for out of the Fund shall be entered into on or before December 29, 2024. Any remaining unencumbered funds accumulated in the Fund on December 29, 2024 shall be transferred to the county general fund, and the Fund shall thereupon be rescinded.

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-1487 CAN BE FOUND ON PAGE 308

RESOLUTION NO. 14-1488

IN THE MATTER OF APPROVING NEW FUNDS, NEW ORGANIZATION KEYS, RENAME ORGANIZATION KEYS, SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF APPROPRIATIONS, DECREASE OF APPROPRIATIONS, TRANSFER OF FUNDS AND REPAYMENT OF ADVANCE:

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

New Funds

522	BR DI Chadwick
523	BR DI Hardin
524	BR DI Roof

New Org Keys

21681309	HMGP Park Safe Rooms Project
25422302	CBCGEM
40940426	Home & Steitz Intersection
52211141	BR DI Chadwick
52311142	BR DI Hardin
52411143	BR DI Roof

Rename Org Keys

25422301	CBCG ISP
28631319	Leap Ahead 2014 Grant

Supplemental Appropriations

10040421-5801	Road & Bridge Projects/Transfer Out	2,400,000.00
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Transfer of Appropriations

From	To	
10011102-5319	10011102-5801	120,000.00
Commissioner General/Reimbursements	Commissioner General Transfer Out	
10011105-5101	10011105-5001	250.00
Facilities/Health Insurance	Facilities/Compensation	
10031303-5101	10031303-5001	45,000.00
Sheriff Jail/Health Insurance	Sheriff Jail/Compensation	
10031303-5101	10031303-5004	50,000.00
Sheriff Jail/Health Insurance	Sheriff Jail/Overtime	
26726324-5101	26726324-5001	3,000.00
Youth Services/Health Insurance	Youth Services/Salary	
77112104-5001	77112104-5319	280.00
Prosecutor Law Enf Trust	Prosecutor Law Enf Trust	
Fund/Compensation	Fund/Reimbursements	

Decrease of Appropriations

21581307-5001	FY11 MPG/Compensation	(3,708.38)
21581307-5101	FY11 MPG/Health Insurance	(569.29)
21581307-5102	FY11 MPG/Workers Comp	(37.08)
21581307-5120	FY11 MPG/County Share OPERS	(520.62)
21581307-5131	FY11 MPG/County Share Medicare	(53.78)
22311611-5215	Workforce Investment Act/Program Supplies	(5,000.00)
22311611-5348	Workforce Investment Act/Client Services	(25,000.00)
22311611-5450	Workforce Investment Act/Capital Equipment	(30,000.00)
22311614-5215	TANF OWIP/Program Supplies	(5,000.00)
22311614-5348	TANF OWIP/Client Services	(35,000.00)
22311614-5801	TANF OWIP/Transfer Out	(18,000.00)

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22911716-5365	Moving Forward Ohio/Grant Related Service	(209.71)
26226206-5001	Specialized Court Docket/Compensation	(18,013.00)
26226206-5101	Specialized Court Docket/Health Insurance	(10,202.00)
26226206-5120	Specialized Court Docket/County Share OPERS	(2,264.22)
28631340-5001	Leap Ahead Grant 2014/Compensation	(19,839.77)
28631340-5101	Leap Ahead Grant 2014/Health Insurance	(13,310.00)
28631340-5102	Leap Ahead Grant 2014/Workers Comp	(198.70)
28631340-5120	Leap Ahead Grant 2014/County Share OPERS	(2,781.65)
28631340-5131	Leap Ahead Grant 2014/County Share Medicare	(292.13)
28631340-5260	Leap Ahead Grant 2014/Inventoried Equipment	(1,000.00)
28631340-5305	Leap Ahead Grant 2014/Training & Staff Development	(2,100.00)
28631340-5310	Leap Ahead Grant 2014/Travel NonTaxable	(2,775.00)
28631340-5320	Leap Ahead Grant 2014/Software & Computer Service	(500.00)
29440425-5401	Home and SR257 Intersection/Land Purchase	(200,000.00)
29440425-5420	Home and SR257 Intersection/Road Construction	(854,478.03)
29440431-5401	S Old State Rd Improvement/Land Purchase	(2,000,000.00)
40311417-5301	DI Ruder #86 & Toot #98/Contracted Prof Services	(15,000.00)
40311417-5328	DI Ruder #86 & Toot #98/Maint & Repair Services	(93,371.57)
40940411-5420	Harriott & Concord Intersection/Road Construction	(108,986.35)
40940430-5420	Ross Road Bridges/Bridge & Culvert Construction	(1,830.58)
Transfer of Funds		
From	To	
10011102-5801	41711436-4601	1,283,000.00
Commissioners General/Transfer Out	Capital Acquisition & Project/Interfund Revenues	
10011102-5801	60111901-4601	20,000.00
Commissioners General/Transfer Out	Property & Casualty Insurance/Interfund Revenues	
Repayment of Advance		
From	To	
26226206-8500	10011102-8400	30,000.00
Specialized Court Docket/Advance Out	Commissioner General/Advance In	
Vote on Motion	Mr. Merrell Aye	Mr. O'Brien Aye

RESOLUTION NO. 14-1489

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE/KNOX/MARION/MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

AGREEMENT FOR IMPLEMENTATION
CRLPO SERVICES – 2015

This agreement made the 29th day of December, 2014, executed in multiple copies, each copy to constitute an

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original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on February 12, 2013.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district's scrap tire & household hazardous waste collection program, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$65,000.00 for fulfillment of obligations listed in **Exhibit #1**. These monies shall be maintained in a separate fund.

2. Term

The term of this agreement shall commence on January 1, 2015 and terminate on the 31st day of December 2015.

3. Payments

The District shall disburse the contract funds, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2015 (\$19,500.00); 25% April 2015 (\$16,250.00); 25% July 2015 (\$16,250.00); and 20% October 2015 (\$13,000.00).

4. Allowables

- a. Administrative Allowance: an allowance of 5% of the awarded grant (\$3,250) may be used for administrative support/oversight for the CRLPO.
- b. Personnel: salary and fringe costs for the program manager and/or dedicated staff. These costs are based on a rate of \$18.15 per hour and a 27% allowance for fringe. Full Time programs are figured at 40 hours per week (minimum requirement is 36 hours). Full Time = \$48,000.00 (salary and benefits)
- c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.
- d. Advertising: costs incurred to provide public notice, through local media, of special events, meetings and/or activities that are relate to the program's responsibilities as outlined in Exhibit #1.
- e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.
- f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. – including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.
- h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

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- i. Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: membership

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see **Exhibit #2**). The President of the Board of County Commissioners shall sign the Program Status Report. These reports are due on the following dates.

Dates Covered	Report Due
January 1 - June 30	July 31, 2015
July 1 - December 31	January 29, 2016

If reports are not filed by the designated date this will cause the information to not be reported to the District Board.

6. Remittance

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 12, 2016. The District will consider allowing unused funds to be carried over into the next program year upon review and approval of a specific plan for use. The plan must be submitted to the District office by December 9, 2015. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties’ mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #952.1620.40909 for future use by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan and identified in Exhibit #1. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District’s staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO’s Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan (pages V-16 to V-20) and agreed upon in the 2015 Agreement for Implementation.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below
- c) Maintain a website with at least the minimum requirements outlined on page V-19 of the Solid Waste Management Plan
- d) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs
- e) Meet quarterly with your Advisory Council/Board
- f) Provide articles and pictures for District newsletters, website and annual reports
- g) Regularly attend District-CRLPO meetings
- h) All marketing and educational material must state something similar to “Recycling and Litter

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Prevention Program funded by the DKMM Solid Waste District.”

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an Infrastructure Inventory (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Annually update Residential Recycling Guide and make available on your website and in print (the District will provide a limited amount of printed copies)
- c. Drop-off Inventory-twice a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed.
- d. Ensure our drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself so illegally dumped items can be taken care of quickly.
- e. Assist with Household Hazardous Waste Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details to free sources(fliers and PSA provided by the District; place a minimum of one paid ad in one local media source with general readership in your County (ad will be provided by the District); get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data.
- f. Promote the use of drop-off and curbside programs as well as outline what is recyclable in each program
- g. Promote the use of our yard waste facilities as well as backyard composting (Don't Bag It)

Commercial Businesses and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc. (school recycling that is lead by school and not students).

- a) Conduct waste audits at businesses, industries, schools and government institutions (the District will provide training).
- b) Distribute and make available on your website “A Guide for Waste Disposal and Recycling for Business” (the District will provide a limited number of printed copies)
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Promote the District Recycling and Market Development Grant Program throughout the year. Identify potential applicants and be a local resource for pulling applications together if necessary (the District will be the main point of contact).
- e) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- f) Ensure recycling at all county buildings
- g) Promote buying recycled and practice yourself

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual Curbside Inventory of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with the District to identify likely candidates for non-subscription curbside recycling.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead). This can be done by working through the District Grant Program.

Industry Audience

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Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Promote the District Recycling and Market Development Grant Program throughout the year. Identify potential applicants and be a local resource for pulling applications together if necessary (the District will be the main point of contact).
- c) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- d) Conduct waste audits at businesses, industries, schools and government institutions (the District will provide training).

Exhibit #2
Financial Report Cover Page

REPORTS DUE: July 31, 2015 January 29, 2016 (circle which this report represents)
COUNTY: _____ DATE OF REPORT: _____
REVENUE
DKMM funds received year to date in 2015 \$ _____
Approved 2014 carryover \$ _____
Total DKMM funds Available \$ _____

Have you received funding outside of DKMM during this reporting period? Yes No (please circle one).
If yes, please give a brief description of the funding source, amount of funding and what it will be used for.

EX
PENDITURES (totals from the Financial Report)
Salaries \$ _____
Fringe Benefits \$ _____
Contracts \$ _____
Advertising \$ _____
Equipment \$ _____
Travel \$ _____
Supplies \$ _____
Awards/Recognition \$ _____
Other \$ _____
TOTAL EXPENDITURES \$ _____

*****A detailed explanation for expenditures must be provided on the Financial Report provided. *****
Other formats will not be accepted.

FUND BALANCE \$ _____

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.
Print Name _____
Title President, County Commissioners
Signature _____ Date _____
Report prepared by _____ Date _____

Exhibit #3

Machinery and Equipment Purchases with District Funds

Equipment no longer in use:
List Items: Original Purchase Price
1. _____
2. _____
3. _____
4. _____
5. _____
Recommended Method for Disposal: _____
Program Manager CRLPO: _____ Date _____
Disposal Approval District Director: _____ Date: _____

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

RESOLUTION NO. 14-1490
IN THE MATTER OF APPROVING 2015 SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES, PER COURT OF COMMON PLEAS OF DELAWARE COUNTY, OHIO JUDGMENT ENTRY DATED DECEMBER 15, 2014, AND ENTERING THE ORDER ON THE DELAWARE COUNTY BOARD OF COMMISSIONERS' JOURNAL:

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

Supplemental Appropriations		Amount
10022202-5001	Adult Court Services/Salaries	\$16,553.11
10022202-5120	Adult Court Services/PERS	\$ 2,317.43
10022202-5131	Adult Court Services/Medicare	\$ 240.02
10022202-5102	Adult Court Services/Workers Comp	\$ 165.53

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, OHIO

IN THE MATTER OF THE 2015 APPROPRIATION FOR THE OPERATING
BUDGET OF THE ADULT COURT SERVICES OFFICE UNDER THE
GENERAL DIVISION OF THE COURT OF COMMON PLEAS OF DELAWARE
COUNTY, OHIO.

JOURNAL ENTRY

Recognizing the critical need to provide supervisory services of probationers in the community and to more substantially comply with the Rules of Superintendence for Courts of Common Pleas as promulgated by the Supreme Court of Ohio and the Ohio Revised Code, to further reduce delay, and to thereby more effectively discharge the duties incident to the operation of the General Division of the Court of Common Pleas of Delaware County, Ohio it is hereby ORDERED that the Board of County Commissioners of Delaware County, Ohio, appropriate the following additional sums of money reasonably necessary for the operating budget of the Office of Adult Court Services, org. key 10022202 for the 2015 calendar year:

5001 Salaries:	\$16,553.11
5120 P.E.R.S.:	\$2,317.43
5131 Medicare:	\$240.02
5102 Workers comp.	\$165.53
Benefits	\$2,722.98

TOTAL \$21,999.07

It is further ORDERED that this Judgment Entry shall go into full force and effect on January 1, 2015.

Dated: 12/15/14

W. Duncan Whitney
W. DUNCAN WHITNEY, ADMINISTRATIVE JUDGE
Everett H. Krueger
EVERETT H. KRUEGER, JUDGE

CC: Delaware County Commissioners
Tim Hansley, Delaware County Administrator
W. Duncan Whitney, Administrative Judge
Everett H. Krueger, Judge

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

ADMINISTRATOR REPORTS
Tim Hansley
-No reports

RESOLUTION NO. 14-1491

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

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Transfer of Funds

From	To	
22511607-5801	22411604-4601	\$266,532.95
Children Services/Transfer Out	JFS Children Services/Interfund Revenue	

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-Would like a better understanding on where we are in the Courthouse and Sawmill Parkway funding

RECESS/RECONVENE AT 10:25 AM

RESOLUTION NO. 14-1487

IN THE MATTER OF APPROVING 2015 SUPPLEMENTAL AND DECREASE IN APPROPRIATIONS:

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

Supplemental Appropriations

10011102-5801	Commissioners General/Transfers Out	208,000.00
66211903-5801	SRF OECC/Transfer Out	500,000.00
66211904-5801	SRF ACWRF/Transfer Out	500,000.00

Decrease Appropriations

21411306-5001	911/Compensation	(43,692.54)
21411306-5102	911/Workers Comp	(436.93)
21411306-5120	911/County Share OPERS	(6,116.96)
21411306-5131	911/County Share Medicare	(633.54)
21411306-5325	911/Maint Contracts & Agreements	(60,000.00)
23212103-5001	Jag Drug Prosecutor Grant/Compensation	(42,338.39)
23212103-5101	Jag Drug Prosecutor Grant/Health Insurance	(15,824.40)
23212103-5102	Jag Drug Prosecutor Grant/Workers Comp	(423.38)
23212103-5120	Jag Drug Prosecutor Grant/County Share OPERS	(5,927.38)
23212103-5131	Jag Drug Prosecutor Grant/County Share Medicare	(613.91)

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

RESOLUTION NO. 14-1492

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:26 AM.

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

RESOLUTION NO. 14-1493

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 11:29 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

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Ken O'Brien

Jennifer Walraven, Clerk to the Commissioners