

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 8, 2015

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
- Barb Lewis, Commissioner

9:45 AM Public Hearing On The Construction Of The Realigned Home Road (County Road 124) Located Just West Of US Route 23 In Orange Township, Delaware County, Ohio. For The Purpose Of Hearing Objections To Said Improvement And To Such Estimated Assessments

RESOLUTION NO. 15-12

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 5, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 5, 2015; and

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

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

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

RESOLUTION NO. 15-13

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM EMERGENCY MEETING HELD JANUARY 5, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in an Emergency session on January 5, 2015; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-14

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS RCMAPR0107:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers RCMAPR0107:

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

RESOLUTION NO. 15-15 IS POSTPONED UNTIL MONDAY, JANUARY 12, 2015 WITHOUT OBJECTION

RESOLUTION NO. 15-16

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IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR KILLDEER MEADOWS SECTION 4:

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

Whereas, the construction of new sanitary sewers at the Killdeer Meadows Section 4 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:

Killdeer Meadows Section 4	492' feet of 8- inch sewer	\$28,444.95
	2 ea- manholes	\$3,110.00

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 Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-17

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SANCTUARY AT THE LAKES SECTION 2 PART 1:

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

Whereas, the construction of new sanitary sewers at the Sanctuary at the Lakes Section 2 Part 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:

Sanctuary at the Lakes Section 2 Part 1	2249' feet of 8- inch sewer	\$27,456.46
	12 ea.- manholes	\$178,863.66

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 Mrs. Lewis Aye

RESOLUTION NO. 15-18

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY; WOOD, HOLMES AND CARROLL COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PROJECT:

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

Whereas, the Director of Jobs & Family Services recommends approval of the MOU of the Collabor8 project between Delaware, Hancock, Knox, Marion, Morrow, Sandusky, Wood, Holmes and Carroll County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8

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Pilot Project;

Therefore, be it resolved that the Board of County Commissioners approve the MOU between Delaware, Hancock, Knox, Marion, Morrow, Sandusky, Wood, Holmes and Carroll County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8.

**Collabor8 Project
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between the Delaware, Hancock, Knox, Marion, Morrow, Sandusky, Wood, Holmes and Carroll County Boards of Commissioners and their respective County Departments of Job and Family Services, (collectively "Counties" or "Parties.")

Article I. Purpose

The purpose of this MOU is to document and define an already established multi-county project area as it relates to the implementation of a virtual call center project among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the "Collabor8 Project."

Article II. Term

The term of this agreement is upon signature and will remain effective for an indefinite period. Any County may terminate by means of a 30 day written notice to each of the other counties.

Article III. Function of Project

The purpose of this ongoing project is to streamline efficiency between Collabor8 county departments of job and family services in the administration and delivery of public assistance services. Efficiencies shall be gained through the standardization of work processes and utilization of Call Center technology across counties.

Article IV. Governance

- A. The participating County Directors of Job & Family Services will provide the decision making authority in matters involving operations and the unified service delivery model. Operational decisions shall be documented in the form of a Call Center Operation and Quality Control Manual. Decisions will be made in coordination with the guidance provided by ODJFS.
- B. The consensus model of decision making shall be the standard approach. However, in the absence of a consensus, each Director will have one vote. At such time that there is not unanimity on a decision, the majority will rule.
- C. Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate progress of project deliverables and timelines.

Article V. Project Costs

In general, cost percentages for group services or equipment shall be apportioned according to county allocation methodology or as otherwise agreed according to Article IV. Each individual county shall be responsible for its share of project related costs in accordance with county specific purchasing and procurement policies. For services or equipment benefiting individual counties, parties shall be responsible for their own costs.

Article VI. Insurance

Each Party shall carry and maintain current throughout the life of the MOU such bodily injury and property damage liability insurance as will protect it against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of this MOU or from the use of any

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vehicle(s) in connection with this MOU. Said insurance, at a minimum, shall be of a type and provide coverage in an amount which is customary in the industry.

The Parties, at their sole option, may utilize self-insurance, commercial insurance, or any combination thereof to satisfy the insurance coverage requirements contained in this MOU.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

Article VII. Parties Responsible for Their Own Actions

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, action or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article VIII. Drug Free Environment

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees do not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Article IX. Findings for Recovery

The Parties respectively certify that they do not have any outstanding finding for recovery pending or issued against them by the State of Ohio.

Article X. Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered, sent via certified US Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Carroll County:

Kate Offenberger, Director 95 East
Main Street P0 Box 219
Carrollton, Ohio 44615 Phone: 330-627-2571
Fax: 330-627-3904

Delaware County:

Shancie Jenkins, Director 140 North
Sandusky, 2nd Floor Delaware, OH
43015-1789 Phone/Ext: 740-833-2300
Fax: 740-833-2299

Hancock County:

Diana Hoover, Director
7814 County Road 140, P.O. Box 270
Findlay, OH 45839-0270 Phone/Ext: 419-422-0182
Fax: 419-422-1081

Holmes County: Dan Jackson, Director

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85 North Grant Street, P.O. Box 72
Millersburg, OH 44654-0072
Phone/Ext: 330-674-1111
Fax: 330-674-0770

Knox County:

Matthew Kurtz, Director
117 East High Street, 4th Floor
Mount Vernon, OH 43050-3400
Phone/Ext: 740-397-7177
Fax: 740-392-1249

Marion County:

Roxane Somerlot, Director
363 West Fairground Street
Marion, OH 43302-1759
Phone/Ext: 740-387-8560 Fax: 740-387-2175

Morrow County:

Don Wake, Director
619 West Marion Rd.
Mt. Gilead, OH 43338-1280
Phone/Ext: 419-947-9111
Fax: 419-947-9115

Sandusky County:

Cindy Bilby, Director
2511 Countryside Drive
Fremont, OH 43420-9987
Phone/Ext: 419-334-3891
Fax: 419-332-2135

Wood County:

David Wigent, Director
1928 East Gypsy Lane Road
P.O. Box 679
Bowling Green, OH 43402-9396
Phone/Ext: 419-352-7566
Fax: 419-353-6091

Article XI. Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Ohio.

Article XII. Severability

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the MOU. All Provisions of this MOU shall be deemed severable.

Article XIII. Entire Agreement

This MOU shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the signing Parties.

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In the event of a disputed issue that is not specifically addressed in the MOU, the parties hereby agree to make every reasonable effort to resolve any disputes in keeping with the objective of the Collabor8 Pilot project and budgetary and statutory constraints.

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

RESOLUTION NO. 15- 19

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD, ON BEHALF OF THE DELAWARE AREA TRANSIT AGENCY FOR THE FOR THE PURPOSE OF PROCURING INSURANCE:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 8th day of January, 2015 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the Delaware County Transit Board, on behalf of the Delaware Area Transit Agency, 119 Henderson Court, Delaware, Ohio 43015 (“DATA”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 9.833, 305.171, 306.04, and 4123.35 of the Revised Code. The County currently procures and pays a portion of the cost of certain group insurance policies, including health, dental, vision, and life, for eligible Delaware County officials and employees. The County also has obtained self-insuring employer status for purposes of workers’ compensation insurance. Under applicable Ohio law, employees of DATA are deemed to be “county employees,” and the Parties mutually desire to provide for insurance benefits, including workers’ compensation insurance coverage, for all county employees in an economical and efficient manner. Therefore, the Parties enter into this Agreement for the purpose of procuring such insurance through the County on behalf of both Parties.

Section 3 – County Responsibilities

The County shall take all reasonable actions to procure, and maintain for the life of this Agreement, group insurance policies for health, dental, vision, and life, for eligible county officials and employees, including the eligible officials and employees of DATA. The County shall, in its sole discretion, determine the eligibility, policy structure, benefits, and premiums for the procured insurance policies. The County shall also take all reasonable actions to maintain its status as a self-insuring employer for workers’ compensation coverage. The County shall, in its sole discretion, determine the structure and administration of such coverage.

Section 4 – DATA Responsibilities

DATA shall cooperate with and provide to the County, upon demand by the County, any and all records necessary to determine eligibility and otherwise administer the insurance policies and programs provided for herein, including, but not limited to, the administration of any and all claims arising under the insurance policies. Required records include, but are not limited to, DATA payroll records. DATA shall make all necessary withholdings from its employees’ pay for the employees’ premium shares; provided, however, that failure to make necessary withholdings shall not release DATA from the responsibility to compensate the County as provided herein.

Section 5 – Compensation

The County shall invoice DATA on a monthly basis for the total sum of all health insurance premiums allocated to DATA and its employees for the preceding month. The County shall invoice DATA every quarter for the total sum of all workers compensation premiums allocated to DATA and its employees for the preceding quarter. DATA shall pay to the County the full amount of each invoice within thirty (30) days of DATA’s receipt of each invoice.

Section 6 – Records

The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 8 – Term

This Agreement shall take effect on January 1, 2015 and shall continue in full force and effect for a term of one (1) year, unless modified in accordance with this Section. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. The Parties may renew this Agreement for successive terms of one (1) year if agreed upon in writing by both Parties. If either Party intends to not renew this Agreement, the Party wishing to not renew shall provide written notice to the other Party no later than 120 days prior to the end of the then current term.

Section 9 – Legal Contingencies

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In the event of a change in law, whether by statute, judicial determination, or administrative action, which affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 10 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Section 11 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 12 – Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement. Each Party shall, for the life of this Agreement, maintain comprehensive liability insurance coverage in amounts the Parties individually deem sufficient. Each Party shall be individually responsible for any and all premiums for such policy(ies) as maintained by that Party. At any time throughout the life of the Agreement a Party may request proof of such insurance from another Party. Proof of such insurance shall be promptly provided upon request.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

RESOLUTION NO. 15-20

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Assistant County Administrator/ Director of Administrative Services recommends approving a compensation adjustment for Michael Schuiling, Chief/Director of EMS,; effective October 21,2014;

Therefore Be it Resolved, the Board of Commissioners approve a compensation adjustment for Michael Schuiling, Chief/Director of EMS,; effective October 21,2014.

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Vote on Motion Mr. O'Brien Nay Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-21

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Curt Lumley; effective January 16, 2015.

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Curt Lumley; effective January 16, 2015.

The Director of Job and Family Services recommends hiring Kelsey May as an Income Maintenance Worker III; effective January 20, 2015.

Therefore Be It Resolved, the Board of Commissioners accept the hiring of Kelsey May as an Income Maintenance Worker III; effective January 20, 2015.

The interim Director of 911 Communications recommends accepting the resignation of Mark Smith from 911 Communications; effective December 31, 2014;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Mark Smith from 911 Communications; effective December 31, 2014.

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

RESOLUTION NO. 15-22

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, ADVANCE OF FUNDS AND REPAYMENT OF ADVANCE:

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

Transfer of Funds

From	To	
10011102-5801 Commissioners General/Transfers	20315101-4601 Data Center/Interfund Revenue	\$ 850,000.00
10011110-5801 Human Services/Transfers	22411601-4601 JFS Income Maintenance/Interfund Revenue	\$ 305,000.00
10011110-5801 Human Services/Transfers	22511607-4601 Childrens Services/Interfund Revenue	\$1,000,000.00
10011102-5801 Commissioners General/Transfers	21011113-4601 Economic Development/Interfund Revenue	\$ 250,000.00
10011102-5801 Commissioners General/Transfers	21411306-4601 911/Interfund Revenue	\$ 200,000.00
10011102-5801 Commissioners General/Transfers	21681309-4601 HMGP Park Safe Rooms Project/Interfund Revenue	100,000.00
10011102-5801 Commissioners General/Transfers	23212103-4601 JAG Drug Prosecutor Grant/Interfund Revenue	3,503.67
10011102-5801 Commissioners General/Transfers	23612302-4601 Victims of Crime Grant/Interfund Revenue	20,873.57
10011102-5801 Commissioners General/Transfers	25522309-4601 Drug Court Docket/Interfund Revenue	14,313.67

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10011102-5801	25922307-4601	7,961.00
Commissioners General/Transfers	Mental Health Docket/Interfund Revenue	

10011102-5801	60111901-4601	270,000.00
Commissioners General/Transfers	Property & Casualty Insurance/Interfund Revenue	

Advance of Funds

From	To	
10011102-8500	22111502-8400	
Commissioners General/Advances Out	Litter Grant/Advances In	3,000.00

Repayment of Advance

From	To	
29440423-8501	10040421-8401	57,105.00
2014 HSIP Pavement Marking Inv/Prior Year Advances Out	Road & Bridge Projects/Prior Year Advances In	

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

RESOLUTION NO. 15-23

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011101-5294	Commissioners Admin	500.00	Refreshments for meetings
10011108-5294	Human Resources	1,000.00	Refreshments & Coffee for trainings and orientation
10011139-5294	Public Info/Community Relations	4,000.00	Refreshments for events hosted by County Commissioners
10011303-	Emergency Medical Services	250.00	Refreshments for meetings

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5294			
23711630-5294	Child Support Enforcement Agency	100.00	Refreshments for events
23711630-5381	Child Support Enforcement Agency	500.00	Refreshments for events
60211924-5294	Employee Wellness Program	1,000.00	Refreshments for events
66211901-5294	Sewer Revenue Fund	1,000.00	Food during emergencies
	TOTAL	\$8,350.00	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption

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

RESOLUTION NO. 15-24

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR KILLDEER MEADOWS SECTION FOUR:

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

Whereas M/I Homes of Central Ohio, LLC. has submitted the Plat of Subdivision ("Plat") for Killdeer Meadows Section Four, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 23, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 14, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 17, 2014, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 18, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 24, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Killdeer Meadows Section Four.

Killdeer Meadows Section Four

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lot 27, Quarter Section 3, Township 4, Range 17, United States Military Lands, Being 6.283 Acres out of the Original 19.134 Acre Tract Conveyed to M/I Homes o Central Ohio, LLC. as Recorded in Official Record Book 1280, Page 1678, Recorder's Office, Delaware County, Ohio. Cost \$54.

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

RESOLUTION NO. 15-25

9:45AM - PUBLIC HEARING ON THE CONSTRUCTION OF THE REALIGNED HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF US ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO. FOR THE PURPOSE OF HEARING OBJECTIONS TO SAID IMPROVEMENT AND TO SUCH ESTIMATED ASSESSMENTS:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to open the hearing at 9:56 AM.

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

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RESOLUTION NO. 15-26

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 15-27

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ON THE CONSTRUCTION OF THE REALIGNED HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF US ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO. FOR THE PURPOSE OF HEARING OBJECTIONS TO SAID IMPROVEMENT AND TO SUCH ESTIMATED ASSESSMENTS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to close the hearing at 10:05 AM.

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

RESOLUTION NO. 15-28

IN THE MATTER OF APPROVING, PLANS, SPECIFICATIONS AND ESTIMATES AND SETTING THE BID DATES FOR IMPROVEMENTS TO HOME ROAD WEST OF US 23:

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

WHEREAS, the Board of Commissioners resolved to proceed with the realignment of approximately 1,400 feet of Home Road west of US 23 by resolution 14-1373 and with the construction of improvements relating to such realignment by resolution 14-1374; and,

WHEREAS, the County Engineer has completed plans and specifications for the Improvements, and has estimated the construction cost of the Improvements to be \$2,400,000;

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

Section 1: The plans, specifications and estimates for the improvements known as DEL-CR124-7.44 are hereby approved; and,

Section 2: The County Engineer is authorized to advertise for bids in accordance with the following public notice:

**Public Notice
 Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, February 3, 2015, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR 124-7.44
 Home Road Relocation at US 23

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR 124-7.44". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by

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selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before July 17, 2015. The estimated commencement of work date is February 16, 2015.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: January 16, 2015

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

**ARIC HOCHSTETTLER, ASSISTANT PROSECUTING ATTORNEY
-DISCUSSION/OPEN MEETINGS**

RESOLUTION NO. 15-29

IN THE MATTER OF REQUESTING PROPOSALS FOR AN EXECUTIVE SEARCH FIRM TO PERFORM EXECUTIVE SEARCH SERVICES FOR THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT:

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

Whereas, the Delaware County Board of Commissioners requests proposals from executive search firms to perform executive search services for the position of Director of Economic Development for Delaware County;

Now, Therefore, Be It Resolved, that the Board of Delaware County Commissioners authorizes the County Administrator and Assistant County Administrator to prepare a request for proposals for and solicit proposals from executive search firms to perform executive search services for the position of Director of Economic Development.

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

RESOLUTION NO. 15-30

IN THE MATTER OF APPROVING 2015 SUPPLEMENTAL APPROPRIATIONS FOR SOLID WASTE:

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

Supplemental Appropriations		
68011916-5001	Solid Waste/Compensation	\$23,000
68011916-5101	Solid Waste /Health Insurance	\$6,100
68011916-5102	Solid Waste/Workers Comp	\$250
68011916-5120	Solid Waste/County Share OPERS	\$3,200
68011916-5131	Solid Waste/County Share Medicare	\$330

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

ADMINISTRATOR REPORTS

Tim Hansley
-Would like to remind the Board that he will be out of the office until Thursday of next week. GO BUCKS!!

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-Was contacted by Mr. Newhouse concerning the commissioners funding an agricultural easement. Administrator Hansley will provide a list of pro/cons to the Board to decide whether or not a work session is warranted
-The COYC will continue the interim superintendent position; continuing their search for a superintendent

Commissioner Lewis
-No reports

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Commissioner Merrell

- Left some informational items on Board member chairs concerning an ODOT US 42 study.
- Would like a discussion of the Code Compliance department reporting to Environmental Services Director; possibly changing that to another department

RESOLUTION NO. 15-31

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 11:14 AM.

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

RESOLUTION NO. 15-32

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:30 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners