

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 2, 2015

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

Present:
 Gary Merrell, President
 Barb Lewis, Vice President
 Ken O'Brien, Commissioner

RESOLUTION NO. 15-110

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 29, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 29, 2015; 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 Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-111

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0130 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Line Amount	Line Number
R1501890	SILLING ASSOCIATES INC	NEW CH ARCHITECT	40411414 - 5410	\$1,000,000.00	0001
R1501895	MODERN OFFICE METHODS INC	MAINT. CONTRACT	22411605 - 5325	\$ 7,500.00	0001
R1501896	JOB & FAMILY SERVICES, HANCOCK CO	TELEPHONE	22411601 - 5330	\$ 8,500.00	0001
R1501898	OHIO JOB AND FAMILY SERVICES	MEMBERSHIP DUES	22411605 - 5308	\$ 9,560.36	0001
R1501917	TREASURER, STATE OF OHIO	VOIP COLLABOR8	22411605 - 5301	\$ 53,633.75	0001

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

RESOLUTION NO. 15-112

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:
 The Director of the Child Support Enforcement Agency is requesting that Sharon Cole attend a quarterly fiscal meeting in Columbus, OH on March 30, 2015 at no cost.

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

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RESOLUTION NO. 15-113

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM PAPA STEVES PIZZA & CONVENIENCE STORE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Trenton Township Trustees that Papa Steves Pizza & Convenience has requested a new C2 permit located at 15910 E State Route 37, Sunbury, OH 43074 and

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

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

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

RESOLUTION NO. 15-114

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM GLOBAL FOOD SERVICES LLC (DBA MAANAS) TO M2 FOOD SERVICES LLC (DBA MAANAS) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Global Food Services LLC (DBA Maanas) has requested a transfer permit to M2 Food Services, LLC (DBA Maanas) located at 1335 Cameron Avenue, Lewis Center, OH 43035 and

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

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

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

RESOLUTION NO. 15-115

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY AND RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR SERVICES AT THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Office Staff recommend approval of the Memorandum of Understanding with the Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. for services at the Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum of Understanding with the Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. for services at the Delaware County Jail:

**MEMORANDUM OF UNDERSTANDING
Delaware County Jail and Recovery & Prevention Resources**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., 118 Stover Drive, Delaware, Ohio 43015 ("RPR") (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population, as well as a surge in drug crimes, high arrests and recidivism rates, has increased

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its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals with behavioral health disorders (mental and/or substance use disorders); and

WHEREAS, the Delaware County Jail has invited Recovery & Prevention Resources, with offices at 118 Stover Drive, Delaware, Ohio a state certified and nationally accredited behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment with the dual goals of reducing recidivism and promoting recovery;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 - Scope of Services

- 1.1 RPR will provide OhioMHAS certified outpatient treatment services on site at the Delaware County Jail. Services will include clinical contact groups totaling approximately ten (10) hours per week and will be planned and developed through consultation and partnership between RPR and the Program Coordinator employed by the Delaware County Sheriff's Office (DCSO). Services will be developed for both male and female inmates and will include Moral Reconciliation Therapy (MRT) groups and groups that focus on alcohol and other drug (AOD) addiction treatment and recovery. The parties agree that, through ongoing consultation between RPR and the DCSO Program Coordinator, the specific nature of treatment interventions is subject to change in order to accommodate emergent needs of the jail population and to increase quality and program effectiveness.
- 1.2 The parties mutually acknowledge and agree these services are provided on a non-exclusive basis.
- 1.3 RPR will maintain certification from OhioMHAS for these services. The Delaware County Jail will provide information and documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.4 RPR will provide appropriately licensed therapists or counselors to provide the services and will provide them with clinical supervision in accordance with the applicable Standards.
- 1.5 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by RPR staff for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for RPR staff to complete their duties at no cost to RPR.
- 1.6 Delaware County Jail will refer to RPR for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.7 RPR will maintain its own clinical record on each inmate served in accordance with OhioMHAS documentation standards.
- 1.8 Delaware County Jail will make available certain background and demographic information regarding inmates participating in services provided by RPR to facilitate development of clinical records in an efficient manner.
- 1.8 To assure that inmates are afforded the opportunity to expeditiously engage with treatment services, Delaware County Jail will assure that clinical assessments completed by other contractors are made available to RPR in a timely manner.
- 2.0 RPR will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. RPR will abide by all Federal, State and local laws regarding the release of information.
- 2.1 RPR may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 2.2 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to RPR for alcohol and drug treatment and mental health services.
- 2.3 RPR must comply and abide by the policies, practices and rules of the Handbook for Contractors, Volunteers and Interns and applicable DCSO policies/procedures.

Section 2 - Compensation

Delaware County Jail will pay RPR for the services described herein and the required clinical supervision per OhioMHAS standards in the annual amount of \$21,666.60, pro-rated and to be paid in monthly installments of \$1,805.55 for the duration of this MOU. The annual budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3— Term

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3.1 This MOU shall be effective from January 1, 2015 December 31, 2015 with three (3) additional one (1) year renewable periods as approved by both Parties.

3.2 At least thirty (30) days prior to the expiration of this MOU, the parties will meet to discuss the quality and effectiveness of services provided under the MOU, and the feasibility of continuing the MOU for a subsequent one year term.

Section 4— Insurance

4.1 General Liability Coverage: RPR shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.

4.2 Workers' Compensation Coverage: RPR shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.

4.4 Proof of Insurance: RPR shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. RPR will replace certificates for any insurance expiring prior to completion of this MOU.

Section 5— Liability and Warranties

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

Section 6— Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7— Miscellaneous Terms & Conditions

7.1 Prohibited Interests: RPR agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. RPR further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this MOU, without the prior express written consent of Delaware County.

7.2 Independent Contractor: The Parties acknowledge and agree that RPR is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. RPR also agrees that, as an independent contractor, RPR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and RPR, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

7.4 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 Delaware County, Ohio.

7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.

7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms,

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conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

7.8 Non-Discrimination/Equal Opportunity: RPR hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the MOU relates.

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

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

7.9 ACCESS TO RECORDS. At any time, during regular business hours, with reasonable notice, and as often as deemed necessary by the Sheriff's Office or other agency or individual authorized by the Sheriff or, upon instituted legal action, an appropriate court, the RPR shall make available to the Sheriff, court, and/or individual authorized by law all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The Sheriff, court, and/or individual authorized by law shall be permitted by the RPR to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.

7.10 RETENTION OF RECORDS. RPR shall retain and maintain and assure that all of its subcontractors retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the RPR shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

7.11 ASSIGNMENT. This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of both Parties.

7.12 SIGNATURES. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

7.13 HIPAA COMPLIANCE. RPR agrees that it will maintain confidentiality of all protected health information in accordance with all applicable patient confidentiality laws and shall not use or disclose any information concerning patients/clients referred to RPR by the Sheriff, including protected health information, for any purpose unless necessary to the performance of this Contract or as may otherwise be required by law or court order.

7.14 COUNTERPARTS. This Contract may be executed in counterparts.

7.15 DRAFTING. This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

7.16 DRUG FREE ENVIRONMENT. RPR agrees 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. RPR shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

7.17 Force Majeure. The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Contract is terminated as provided herein.

7.18 LICENSES. RPR certifies and warrants that he/she and/or his/her employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services and/or Testimony required pursuant to this Contract and to conduct business in the state of Ohio. RPR further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. At any time throughout the life of the Contract, the Sheriff may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request

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7.19 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT! NO CONTRIBUTION TO OPERS:
The Court and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified RPR as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of RPR and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. RPR acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If RPR is an individual or has less than five (5) employees, RPR, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as and by this reference is incorporated as a part of this Contract. The Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If RPR has five (5) or more employees, RPR, by its signature below, hereby certifies such fact in lieu of completing the Form:

7.20 CERTIFICATION REGARDING FINDINGS FOR RECOVERY.
RPR hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

7.21 CERTIFICATION REGARDING PERSONAL PROPERTY TAXES.
RPR hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

7.22 NOTICES. All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Sheriff:
Kassandra Otten
Program Coordinator
Delaware County Sheriff's Office, Jail Division
844 U.S. 42 North
Delaware, Ohio 43015
Facsimile: (740) 833-2854
Email: kotten@co.delaware.oh.us

Contractor:
Tony Williams, LICDC-CS
Chief Executive Officer
Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
118 Stover Drive
Delaware, Ohio 43015-8601
Facsimile: (740) 363-8742 Email: tw@arprdm.org

**EXHIBIT A
Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from January 1, 2014 through December 31, 2014**

	<u>FTE's</u>	<u>01/01/14 through 12/31/14 (12 months)</u>
Salaries & Wages		
Therapist Hours	.25 FTE	\$21,666.60
Clinical Director	.05 FTE	<u>**Included in blended rate**</u>
Total		\$21,666.60
Fringe Benefits		<u>**Included in blended rate**</u>
Total Expenses		\$21,666.60

Narrative:

- RPR therapists assigned to this program will provide direct services to program participants and complete necessary documentation per the attached MOU. Estimated time involved: 43.33

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hours per month.

- Clinical Director will provide clinical supervision per OhioMHAS Standards and CARF Regulations.
- Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental, vision, life and LTD insurance premiums and pension.

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

RESOLUTION NO. 15-116

IN THE MATTER OF ACCEPTING THE AWARD OF THE DELAWARE COUNTY L.E.A.P. FORWARD GRANT FOR THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

WHEREAS, the Delaware County Sheriff's Office has applied for and been awarded the Delaware County LEAP Forward 2013 Gap Grant (the "Grant") and

WHEREAS, the Grant assists the Delaware County Drug Task Force, and

WHEREAS, a local match of \$18779.98 is required for the Grant and will be paid out of the Delaware County Drug Task Force funds, and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Administrator to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1: The Board hereby accepts the award of the Grant as follows:

Grant #: 2013-DL-LEF-5821A
Source: Ohio Office of Criminal Justice Services
Grant Period: 02/01/2015 to 06/30/2015

Federal Grant Amount: \$56,339.93
Local Match: 18,779.98
Total Grant Amount: \$75,119.91

Section 2: The Board hereby authorizes Administrator Tim Hansley, as the designated official, to execute reports and administrative documents for the Grant.

Section 3: When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 15-117

IN THE MATTER OF APPROVING THE NAMING OF ORGANIZATION KEY, SUPPLEMENTAL APPROPRIATION AND ADVANCE OF FUNDS FOR THE SHERIFF'S OFFICE:

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

Organization Key:
28631342 LEAP Forward 2013 GAP Grant

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Supplemental Appropriations:

28631342-5004	LEAP Forward 2013 GAP Grant/Overtime	\$16,659.90
28631342-5201	LEAP Forward 2013 GAP Grant/General Supplies	2,800.00
28631342-5315	LEAP Forward 2013 GAP Grant/Internet Aircards	4,500.00
28631342-5320	LEAP Forward 2013 GAP Grant/Software Licenses	852.50
28631342-5325	LEAP Forward 2013 GAP Grant/Maintenance Contract	917.70
28631342-5365	LEAP Forward 2013 GAP Grant/Grant Related Services	26,373.25
28631342-5450	LEAP Forward 2013 GAP Grant/Capital Equipment	23,016.56

Advance of Funds:

From	To	
10011102-8500	28631342-8400	\$75,119.91
Commissioners	LEAP Forward 2013 GAP Grant/Advances In	
General/Advances Out		

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

RESOLUTION NO. 15-118

IN THE MATTER OF ACCEPTING THE AWARD OF THE DELAWARE COUNTY L.E.A.P. AHEAD GRANT FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office has applied for and been awarded the Delaware County LEAP Ahead Grant (the “Grant”) and

WHEREAS, the Grant assists the Delaware County Drug Task Force, and

WHEREAS, a local match of \$8495.47 is required for the Grant and will be paid out of the Delaware County Drug Task Force funds, and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Administrator to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1: The Board hereby accepts the award of the Grant as follows:

- Grant #: 2014-JG-A01-6405
- Source: Ohio Office of Criminal Justice Services
- Grant Period: 01/01/2015 to 12/31/2015

- Federal Grant Amount: \$25,486.40
- Local Match: 8,495.47
- Total Grant Amount: \$33,981.87

Section 2: The Board hereby authorizes Administrator Tim Hansley, as the designated official, to execute reports and administrative documents for the Grant.

Section 3: When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 15-119

IN THE MATTER OF APPROVING THE NAMING OF ORGANIZATION KEY, DECREASE OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND ADVANCE OF FUNDS FOR THE SHERIFF’S OFFICE:

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

Organization Key:
28631319 2015 LEAP AHEAD GRANT

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Decrease Appropriations:

28631319-5001	2015 LEAP Ahead Grant/Compensation	(\$25,415.04)
28631319-5101	2015 LEAP Ahead Grant/Health Insurance	(2,320.00)
28631319-5102	2015 LEAP Ahead Grant/Workers Compensation	(254.15)
28631319-5120	2015 LEAP Ahead Grant/County Share/OPERS	(3,558.10)
28631319-5131	2015 LEAP Ahead Grant/County Share/Medicare	(368.52)
28631319-5201	2015 LEAP Ahead Grant/General Supplies	(2.88)
28631319-5320	2015 LEAP Ahead Grant/Software and Computer Service	(16,200.00)

Supplemental Appropriations:

28631319-5450	2015 LEAP Ahead Grant/Capital Equipment	13,000.00
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Advance of Funds:

From	To	
10011102-8500	28631319-8400	\$33,981.87
Commissioners	2015 LEAP Ahead Grant/Advances In	
General/Advances Out		

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

RESOLUTION NO. 15-120

IN THE MATTER OF APPROVING THE RENAMING OF AN ORGANIZATION KEY AND SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Rename Organization Key

23011701 PY2014 CDBG Allocation Grant

Supplemental Appropriations

23011701-5301	PY2014 CDBG Allocation Grant/Contracted Professional Services	6,000.00
23011701-5312	PY2014 CDBG Allocation Grant/Advertising	1,000.00
23011701-5365	PY2014 CDBG Allocation Grant/Grant Related Services	184,000.00

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

RESOLUTION NO. 15-121

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VINMAR VILLAGE SECTION 1:

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

Whereas, the construction of new sanitary sewers at the Vinmar Village 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:

Vinmar Village Section 1	3016 feet of 8- inch sewer	\$269,270.00
	15 ea- manholes	\$28,500.00

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 Nay Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-122

IN THE MATTER OF APPROVING REVISION NO. 1 TO THE SUBDIVIDER'S AGREEMENT FOR

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SANCTUARY AT THE LAKES:

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

Whereas, the Director of Environmental Services recommends approval of Revision No. 1 to the Subdivider's Agreement for Sanctuary at the Lakes;

Therefore, Be It Resolved the Board of Commissioners approve Revision No. 1 to the Subdivider's Agreement for Sanctuary at the Lakes:

**REVISION NO. 1 TO SUBDIVIDER'S AGREEMENT
SANCTUARY AT THE LAKES
DELAWARE COUNTY SANITARY ENGINEER**

THIS AMENDMENT NO.1 to the Original Agreement approved by Resolution 14-718 is made and entered into this 2nd day of February 2015, by and between **M/I HOMES, INC.**, (the "SUBDIVIDER") and the Board of County Commissioners of Delaware County, Ohio (the "COUNTY").

RECITALS

WHEREAS, the Original Agreement approved capacity for 35 single family residential lots to be constructed as part of "Sanctuary at the Lakes Section 2, Part 1" and,

WHEREAS, the Original Agreement referenced the approved engineering drawings for Sanctuary at the Lakes Sections 2 Part 1 & 2, 3, & 4 part 1", (of which said engineering drawings contain sewers for 3 additional Sections/Parts of the Sanctuary at the Lakes development), and,

WHEREAS, the Director of Environmental Services recommends amending the Original Agreement to also include the following sections of the Sanctuary at the Lakes Development: (Section 2 Part 2, Section 3, and Section 4 Part 1), and

WHEREAS, the Director of Environmental Services also recommends editing the wording of portions of the Original Agreement in order to clarify the approved capacities for each Section of the development, and

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Amendment, the SUBDIVIDER and the COUNTY mutually agree to the following revisions to the Original Agreement as presented in the underlined italic and stricken text below:

THIS AGREEMENT executed on this 23rd day of June, 2014, by and between **M/I HOMES, INC.** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **Sanctuary at the Lakes Section 2 Part 1, Sanctuary at Lakes Section 2 Part 2, Sanctuary at the Lakes Section 3, and Sanctuary at the Lakes Section 4 Part 1** Subdivision ~~Plat~~ plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **35** single family residential equivalent connections approved for Sanctuary at the Lakes Section 2, Part 1, 3 single family residential equivalent connections approved for Sanctuary at the Lakes Section 2, Part 2, 18 single family residential equivalent connections approved for Sanctuary at the Lakes Section 3, and 22 single family residential equivalent connections approved for Sanctuary at the Lakes Section 4 Part 1 with this AGREEMENT. Capacity shall be reserved for one year from the date of Revision No. 1 to this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanctuary at the Lakes Section 2 Part 1 & 2, 3, 4 part 1**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat(s) prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$475,000**) which is acceptable to the COUNTY COMMISSIONERS to insure

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faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat(s), no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this Revision No. 1 to this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$16,625.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$38,050.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

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

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the

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IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 15-123

RESOLUTION FOR VACATION OF A PORTION OF AN EXISTING SANITARY SEWER EASEMENT AND ACCEPTING NEW SANITARY SEWER EASEMENTS WITHIN THE VILLAGE AT BALE KENYON:

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

WHEREAS, on December 16, 2005, The Village at Bale Kenyon, LLC granted to Delaware County, Ohio a Sanitary Sewer Easement for the Village at Bale Kenyon Development, and

WHEREAS, said Easement was subsequently filed for record in **Official Record Book 679, pages 741-747**, of the Delaware County, Ohio records; and

WHEREAS, The Village of Bale Kenyon, LLC ("The Developer") seeks to build portions of the development with a revised building layout, which necessitates a minor realignment of sanitary sewers within the development; and

WHEREAS, a portion of the previously recorded sanitary sewer easement (more particularly described on the attached Exhibit 1) needs to be vacated to accommodate the revised building layout, and

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WHEREAS, representatives of the Village at Bale Kenyon, LLC and the Village at Bale Kenyon Condominium Association are granting new sanitary sewer easements (more particularly described on the attached Exhibits 2 and 3, respectively) to the Board of Commissioners of Delaware County (the "Board") accommodate the revised sewer locations necessitated by the revised building layout, and

WHEREAS, the Sanitary Engineer recommends that the Board vacate that portion of the existing easement described on Exhibit 1 and accept the sanitary sewer easements described on Exhibits 2 and 3;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby vacates, terminates, cancels and releases the portion of the permanent easement recorded in OR Vol. 679, Pages 741-747 shown on the attached Exhibit, 1 and the obligations and burdens contained therein.

FURTHERMORE, BE IT RESOLVED that the Board hereby accepts the sanitary sewer easements granted by the Village at Bale Kenyon, LLC and the Village at Bale Kenyon Condominium Association shown on the attached Exhibits 2 and 3.

(A copy of Exhibit, 1, Exhibit 2 and Exhibit 3 is available in the Commissioners' Office and Sanitary Engineer's Department until no longer of administrative value).

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

RESOLUTION NO. 15-124

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Rural Zoning Commission (the "RZC"), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Lloyd Shoaf (RZC 4) expired on December 31, 2014, and Mr. Shoaf has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the RZC for the term specified herein:

Position	Appointee	Term Ends
RZC 4	Lloyd Shoaf	December 31, 2019

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

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

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No reports

Commissioner Lewis
-No reports

Commissioner Merrell
-No reports

***RECESS FOR 10 MINUTES**

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RESOLUTION NO. 15-125

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PROMOTION OF A PUBLIC EMPLOYEE OF PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 9:57 AM.

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

RESOLUTION NO. 15-126

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 10:13 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