

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 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. 15-529

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 30, 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 April 30, 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. 15-530

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0501:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0501 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
PO' Increase					
North Center Job for Grads	Job and Family Program	22311611-5348	\$ 20,293.22		
PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1503227	ACLOCHE LLC	TEMPORARY CUSTODIAN	10011105 - 5301	\$8,000.00	0001
R1503383	SPECTRACOM	LIGHTNING STRIKE 04.09.15	60111901 - 5370	\$6,720.00	0001

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

RESOLUTION NO. 15-531

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LINDSAY PRECAST, INC. FOR THE PROJECT KNOWN AS BOX CULVERT SUPPLY CONTRACT NO. 2015-1:

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

**Box Culvert Supply Contract No. 2015-1
Bid Opening of April 20, 2015**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lindsay Precast, Inc., the only bidder for the project.

CONTRACT

THIS AGREEMENT is made this 4th day of May, 2015 by and between **Lindsay Precast, Inc., 6845 Erie Avenue NW, Canal Fulton, Ohio 44614**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“Box Culvert Supply Contract No. 2015-1”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Eighty-Eight Thousand One Hundred Forty-Six Dollars (\$88,146.00)***, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 15-532

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING THE PERFORMANCE SURETY FOR TRAILS END SECTION 2, PHASE A

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

WHEREAS, the roadway construction has been completed for the Trails End Section 2, Phase A subdivision; and

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

WHEREAS, in accordance with the Owner’s Agreement, the Engineer recommends that the maintenance bond be set at \$48,900, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

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

WHEREAS, the Engineer requests approval to return the Letter of Credit being held as performance surety to the Owner.

NOW, THEREFORE, BE IT RESOLVED that

Section 1. The Delaware County Board of Commissioners approves establishing a maintenance bond for the Trails End Section 2, Phase A subdivision in the amount of \$48,900; and

Section 2. The Delaware County Board of Commissioners approves returning the Letter of Credit being held as performance surety to the Owner.

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

RESOLUTION NO. 15-533

IN THE MATTER OF APPROVING A PARTIAL DRAINAGE EASEMENT VACATION FOR

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WEDGEWOOD SECTION 9:

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

Whereas, The Engineer has received a request from R. Lance Miller and Christine R. Miller, owners of Lot 3098, Wedgewood Section 9 Subdivision, Liberty Township, commonly known as 5166 Canterbury Drive, Powell, Ohio 43065, to vacate a portion of the original drainage easement as recorded on Wedgewood Section 9 plat that exists within said Lot 3098; and

Whereas, the portion of the easement as shown in Exhibit A (copy available in the Commissioners' Office until no longer of administrative value) and as described below which is located within said Lot 3098 as depicted in Plat Cabinet 2, Slide 120, Recorder's Office, Delaware, Ohio has been determined by The Engineer to no longer be required after further evaluation of the site indicated that this portion of the easement was not needed; and

Whereas, The Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Plat Cabinet 2, Slide 120 of this action to vacate this portion of this easement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 3098 in Wedgewood Section 9 Subdivision, Liberty Township, Delaware County, Ohio (Plat Cabinet 2, Slide 120) as shown in Exhibit A and as described below:

**DRAINAGE EASEMENT VACATION
61.5 Square Feet**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in part Lot 3098, in Wedgewood Section 9, as delineated and recorded in Plat Cabinet 2, Slide 120, and being Parcel Number 319-343-05-024-000 currently owned by R. Lance Miller and Christine R. Miller and more particularly described as follows:

Beginning for Reference, at the northwest corner of Lot 3098;

thence South 34°23'23" East 244.00 feet, in the west line of said Lot 3098, to a point in the southerly line of a drainage easement as delineated and shown in said Plat Cabinet 2, Slide 120;

thence North 65°44'41" East 23.22 feet, in said drainage easement line to a point approximately 1 foot west of an existing wood deck;;

Thence the following three courses across said Lot 3098, around and across said wood deck:

(L1) North 16°32'12" East 10.31 feet, to a point;

(L2) South 73°27'48" East 11.94 feet, to a point in said drainage easement line;

(L3) South 65°44'41" West 15.78 feet, in said drainage easement line and across said wood deck, containing 61.5 square feet more or less.

Basis of bearings from Plat Cabinet 2, slides 120-120A, 120B the west line of Lot 3098, being South 34°23'20" East.

This description has been prepared by: Patridge Surveying LLC
Robert T. Patridge Jr., Professional Surveyor #7462, in April, 2015

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

RESOLUTION NO. 15-534

IN THE MATTER OF AMENDING RESOLUTION NO. 15-434:

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

WHEREAS, on April 13, 2015, the Delaware County Board of Commissioners adopted Resolution No. 15-434, awarding the bids for asphalt materials to be used by the County Engineer during 2015; and

WHEREAS, various non-exclusive bid awards were made to The Klink Group of Companies; and

WHEREAS, the County Engineer has determined that the actual bid was submitted by K-Tech Specialty Coatings, Inc., one of the companies within The Klink Group of Companies; and

WHEREAS, the County Engineer requests an Amendment to Resolution No. 15-434 changing the awards from the Klink Group of Companies to K-Tech Specialty Coatings, Inc.;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby amends Resolution No. 15-434 by replacing all awards and references to The Klink Group of Companies with K-Tech Specialty Coatings, Inc.

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

**JENIFER WAY-YOUNG, DELAWARE GENERAL HEALTH
KEEP DELAWARE COUNTY BEAUTIFUL COORDINATOR
PRESENTATION/REPORT;
Great American Cleanup, Olentangy River Sweep, And The Scioto River Sweep**

RESOLUTION NO. 15-535 WAS NOT UTILIZED

**Discussion On Proposed Resolution Assenting To The Designation Of The Delaware County Records
Commission As The Records Commission For The Delaware Metropolitan Housing Authority**

RESOLUTION NO. 15-536

**IN THE MATTER OF APPROVING THE CONSULTING AND SERVICES AGREEMENT
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FEDERAL SIGNAL
MANUFACTURERS TO PERFORM CONSULTING SERVICES FOR PY2014 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) B-F-14-1AT-1 ACTIVITY #4 VILLAGE OF ASHLEY
WARNING SIREN PROJECT:**

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

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Delaware County has applied for and received a PY2014 Community Development Block Grant (CDBG) from the Ohio Development Services Agency for certain community development activities; and

WHEREAS, Delaware County EMA and the Village of Ashley have agreed with the County for the purpose of making application for PY2014 Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity or activities entitled Village of Ashley Warning Siren, whereby ; and

WHEREAS, per Delaware County's local procurement process, State Term Schedules were used to deem Federal Signal Manufacturers the appropriate entity to enter into an Agreement for the implementation of said activity;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

Section 1. The Board of Commissioners approves an Agreement for the administration of Activity #2 Delaware Co Bus Pass Program PY2014 Community Development Block Grant B-F-14-1AT-1 from the Ohio Development Services Agency.

Section 2. This Resolution shall take effect immediately after passage.

PROFESSIONAL SERVICES CONTRACT

CDBG PY 2014

Activity 4 – Village of Ashley Warning Siren

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 4th day of May, 2015, by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Federal Signal Manufacturers , 230 E. Main Street, Plainfield, IN 46168 ("Consultant").

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated April 6, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

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The County will compensate Consultant for the work specified above as outlined in Exhibit A attached to this agreement.

The fees specified shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

Section 5 – Payment

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

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the

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circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

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

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

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

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

Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Consultant 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 Consultant for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

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

13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

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

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

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

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

Commissioner O’Brien’s request to add by unanimous consent the words ‘with regret’ to the resignation of Director Jenkins was so ordered without objection.

RESOLUTION NO. 15-537

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator and The Assistant County Administrator/Director of Administrative Services recommend accepting the resignation, with regret, of Shancie Jenkins as the Director of Job and Family Services; effective May 8, 2015;

Therefore Be it Resolved, the Board of Commissioners accept the resignation, with regret, of Shancie Jenkins as the Director of Job and Family Services; effective May 8, 2015.

The County Administrator and The Assistant County Administrator/Director of Administrative Services recommend Angela Thomas serve as the Interim Director of Job and Family Services; effective May 9, 2015 until further action of the Board;

Therefore Be it Resolved, the Board of Commissioners approve Angela Thomas serving as the Interim Director of Job and Family Services; effective May 9, 2015 until further action of the Board.

The Director/ Chief of EMS recommends hiring Aaron Jennings as the Administrative Captain for EMS Department; effective May 18, 2015;

Therefore Be it Resolved, the Board of Commissioners approve hiring Aaron Jennings as the Administrative Captain for EMS Department; effective May 18, 2015.

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

RESOLUTION NO. 15-538

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IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND REPAYMENT OF ADVANCES:

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

Transfer of Funds

From	To	
10011102-5801	60111901-4601	415,000.00
Commissioners General/Miscellaneous Cash Transfers	Property & Casualty Insurance/Interfund Revenue	

Repayment of Advance

From	To	
23212103-8501	10011102-8401	5,453.58
JAG Drug Prosecutor Grant/PY Advance Out	Commissioner General/PY Advance In	
23212103-8500	10011102-8400	4,500.00
JAG Drug Prosecutor Grant/Advance Out	Commissioner General/Advance In	

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

RESOLUTION NO. 15-539

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, CASH ADVANCE AND TRANSFER OF FUNDS FOR THE SOUTH OLD STATE PROJECT FUND:

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

Supplemental Appropriation

10040421-5801	Road & Bridge Projects/Misc Cash Transfers	\$1,237,500.00
10040421-5420	Road & Bridge Projects/Road Construction	(\$1,237,500.00)
29214019-5420	Motor & Gas/Construction	\$1,237,500.00

Advance of Funds

From	To	
10040421-8500	29440431-8400	4,950,000.00
Road & Bridge Projects/Advances Out	S Old State Rd/Advances In	

Transfer of Funds

From	To	
10040421-5801	29440431-4601	1,237,500.00
Road & Bridge Projects/Misc. Cash Transfers	S Old State Rd/Interfund Revenue	

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

ADMINISTRATOR REPORTS

Tim Hansley

-Wanted to make aware the parking issue that will happen once the demolition of the Elk's building and construction of the new courthouse begins. Staff is looking into possible solutions to the loss of already problematic parking for employees.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended and participated in a Regional Planning Committee meeting on Thursday. One major project was brought before the committee.

Commissioner Lewis

-No reports

Commissioner Merrell

-Read a statement from his family thanking everyone for support in the past week for the sudden loss in his family.

RESOLUTION NO. 15-540

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

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It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 10:12 AM.

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

RESOLUTION NO. 15-541

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:28 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis 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