

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 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
Jeff Benton, Commissioner

1
RESOLUTION NO. 15-1080

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 10, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 10, 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. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 15-1081

IN THE MATTER OF RECOGNIZING SEPTEMBER 2015 AS NATIONAL PREPAREDNESS MONTH IN DELAWARE COUNTY:

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

WHEREAS, National Preparedness Month is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses, and schools; and,

WHEREAS, this event aims to increase public awareness concerning the importance of preparing for emergencies and to persuade individuals to take action; and,

WHEREAS, during the month of September, the Delaware County Office of Homeland Security and Emergency Management (EMA) will urge residents to plan for, and take appropriate measures to make themselves and their families better prepared for emergencies; and,

WHEREAS, being prepared includes having food, water and necessary medicines in your home to allow you and your family to survive for at least three days in the event of an emergency, addressing and planning for emergencies such as ice storms, dam inundation or hazardous material incidents that may cause residents to evacuate or shelter in-place; and,

WHEREAS, familiarizing themselves and their families with the best way to receive communications in an emergency, mitigate situations around their homes, and general preparedness; and,

WHEREAS, the Delaware County EMA promotes emergency preparedness year round by working closely with partner agencies, maintaining "StormReady" certification from the National Weather Service; using traditional and social media to reach out to the community; and,

WHEREAS, the Board of County Commissioners would like to officially recognize the Delaware County Office of Homeland Security and Emergency Management (EMA) and its community partners including law, fire, EMS and the many other volunteer and civic organizations that routinely offer their services to our community;

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Delaware County, Ohio, that

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the month of September 2015 be designated as

NATIONAL PREPAREDNESS MONTH

in Delaware County.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**5
RESOLUTION NO. 15-1082**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0911:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0911 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Meade Construction	Alum Creek water rec. facility	66611904-5410	\$ 43,475.05
Meade Construction	Alum Creek water rec. facility	66611904-5410	\$ 5,187.00

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**6
RESOLUTION NO. 15-1083**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dawn Huston and Dana Bushong attend an Ohio Public Employer Labor Relations Association Training in Columbus, Ohio October 2, 2015; at the cost of \$125.00 (fund number 10011108).

The Administrative Services Department is requesting that Dawn Huston, Mindy Owens, Jenny Downey and Dana Bushong attend an Ohio Public Employer Labor Relations Association Training in Columbus, Ohio October 16, 2015 ; at the cost of 700.00 (fund number 10011108).

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**8
RESOLUTION NO. 15-1084**

IN THE MATTER OF RECEIVING AND FILING THE ANNUAL REPORT OF THE SHERIFF OF ALL FINES AND COSTS COLLECTED BY THE SHERIFF'S OFFICE FOR THE YEAR NEXT PRECEDING SEPTEMBER 1, 2015:

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

BE IT RESOLVED, by the Delaware County Board of Commissioners that we hereby receive and file the annual report submitted by the Delaware County Sheriff of all fines and costs collected by the Sheriff's Office for the year preceding September 1, 2015.

Said report is being filed pursuant to Ohio Revised Code Section 311.16 and total amount of fines and cost collected are in the amount of \$32,693.70.

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DELAWARE COUNTY SHERIFF'S OFFICE
ANNUAL REPORT OF THE SHERIFF
CRIMINAL FINES AND COSTS

September 2014 thru August 2015

Month	Fines/Costs
September	\$ 3,466.09
October	\$ 3,062.58
November	\$ 1,390.77
December	\$ 1,561.88
January	\$ 2,968.03
February	\$ 4,827.97
March	\$ 2,716.57
April	\$ 2,520.21
May	\$ 2,715.52
June	\$ 1,729.99
July	\$ 2,665.15
August	\$ 3,068.94
TOTAL	\$ 32,693.70

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

9
RESOLUTION NO. 15-1085

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:

Date: September 14, 2015
Resolution Number: 15-1085

MOTION: by Mrs. Lewis, Seconded by Mr. Benton to approve and execute Resolution No. 15-1085 declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12(E) allows, by resolution adopted by the board of county commissioners, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, expressing its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 12-39. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

Item	Make	Description	Serial #
Hyundai	Santa Fe	01 Hyun Santa Fe, Silver, Have Key, Miles = 150,205	KM8SC83D21U053902
Chevrolet	Tahoe	97 Chev Tahoe, Black, Have Key, Miles = 137,107	1GNEK13R2VJ303788

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Buick	Lacrosse	SALVAGE TITLE, 05 Buick LaCrosse, Black, Have Key, Miles = 193,037	2G4WE567351197850
Ford	Mustang	01 Ford Mustang, Grey, Have Key, Miles = 191,143	1FAFP40481F187458
Dodge	Caravan Sport	01 Dodge Caravan, Red, Have Key, Miles = 140,540	1B4GP45G21B100806
Ford	Ranger XLT	SALVAGE TITLE, 00 Ford Ranger, Gold, Have Key, Miles = 215,795	1FTYR14V2YTA94316
Chevrolet	Trail Blazer LT	REBUILT SALVAGE TITLE, 03 Chevrolet Trail Blazer, Black, Have Key, Miles = 214,529	1GNET16S336116331
Chrysler	Town & Country	SALVAGE TITLE, 02 Chrysler Town & Country, Blue, Have Key, Miles = 176,421	2C4GP54L92R717873
Buick	LeSabre	SALVAGE TITLE, 98 Buick LeSabre, White, Have Key, Miles = 115,260	1G4HP52K8WH461852
Ford	Crown Victoria	SALVAGE TITLE, 00 Ford Crown Victoria, Black, Have Key, Miles = 202,658 - see info sheet	2FAFP71W2YX157386
Mercedes	AMG SL55	03 Mercedes AMG SL55, Silver, Have Key, Miles = 101,012	WDBSK74F93F042290
Dodge	Durango	03 Dodge Durango, Black, Have Key, Miles = 152,753	1D4HS48Z23F564423
Ford	Explorer	02 Ford Explorer, White, Have Key, Miles = 154,655	1FMZU73EX2ZB00340
Nissan	Altima	02 Nissan Altima, Green, Have Key, Miles = 143,999	1N4AL11D22C200100
Sony	KDL-3252010	Sony Bravia 32" TV	4200092
Apple	A2138	Apple Ipod 160gb (black), white ear phones	8L736GBBYMX
KMT		Kmt model train set - misc pieces, power supply	
Rival	VS105	Rival Seal A Meal Vacuum Sealer	
		earrings, emerald ring & earrings	
Sony	SCPH-77001	Playstation2 w/power supply	FU4797431
Black & Decker	Firestorm	Cordless drill w/battery - NO CHARGER	FSD142
Sony	SLV-D350P	Dvd player/Vcr combo	1192569
10-16-02 Usa Video		1 box misc dvd movies	
		misc jewelry	
Schwinn Bike	Sting-Ray	red w/flames	
Magna Bike	Slickrock Trail	grey	
Avigo Bike		black/white	
Mongoose Chill Bike		pink/black/purple/white	
Trek Bike	Singletrack 930	mountain bike - green/purple	
Bike		teal	CA11011804
Bike		purple	98TD164255
Roadmaster Bike	Mt. Climber	men's 26" - blue	
Razor	Kenda	collapsible scooter	
Bike		black	K080692403621F7
Quest Bike	X-fire	mountain bike - red	LWEG037738
Huffy Bike	Rocket Bmx	blue/black/red	SNHEE05F39080
Next bike	Power Climber	purple/white	DJCM017695
Diamondback Bike	Cobra	red/black	A278630296

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Quest Bike	Cobra	red/yellow	LWHE143347
Next Bike		mountain bike, childrens size - black	LWLK01776
Magna Bike	Fugitive	mountain bike - blue	7TD703972
Razor Scooter		blue handle grips	
Razor Scooter		orange handle grips	
F. S. Elite Bike	Elk River	adult size, 21 speed, mountain bike - black/blue	
Realm Cycles		girls size - purple	G100609256
Quest		snowboard, black/yellow	
Apple	iPhone4S	16gb smart phone	C8PJLS8LDTF9
Apple	iPhone4S	16gb smart phone	DX3JKGDSDTFC
Apple	iPhone5	16gb smart phone	F17JN4Z3F8GJ
Apple	iPhone4S	16gb smart phone	DX3JJ5CGDTF9
Apple	iPhone5	16gb smart phone	DNPJPBZ5DTTP
Apple	iPhone5	16gb smart phone	DNQJQ61EF8H2
Apple	iPhone5	16gb smart phone	DNVJMDJ2DTTN
Apple	iPhone5	16gb smart phone	F2LJP36GDTTN
Apple	iPhone5	16gb smart phone	DNPJN80HF8H4
Apple	iPhone5	16gb smart phone	F2MJP5N8F8H2
Apple	iPhone5	16gb smart phone	DNPJPCFPDTTP
Apple	iPhone5	16gb smart phone	DNPJNKC4F8GH
Apple	Square CC Reader	square card reader, white, oracle #4152A	
Apple	Square CC Reader	square card reader, white, oracle #4152A	

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

10
RESOLUTION NO. 15-1085a

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERKSHIRE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DUSTIN ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berkshire Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township:

COOPERATION AGREEMENT

Berkshire Township and Delaware County
Dustin Road Improvements Project

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 15-6-16 Date June 22, 2015

DELAWARE COUNTY RESOLUTION NUMBER 15-1085a Date September 14, 2015

Berkshire Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Dustin Road Improvement Project.

Berkshire Township will provide funds totaling 17.7% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 16.4%, not to exceed the amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

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Delaware County authorizes Berkshire Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**11
RESOLUTION NO. 15-1086**

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND GENOA TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MEDALLION DRIVE WEST ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Genoa Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Genoa Township:

COOPERATION AGREEMENT

Genoa Township and Delaware County
Medallion Drive West Road Improvements Project

GENOA TOWNSHIP RESOLUTION NUMBER 15-0610006 Date June 10, 2015

DELAWARE COUNTY RESOLUTION NUMBER 15-1086 Date September 14, 2015

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Medallion Drive West Road Improvement Project.

Genoa Township will provide funds totaling 17% of the cost of the Project. Such funds will come from the Road and Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 14%, not to exceed the amount of funds provided by Genoa Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Genoa Township to be the lead applicant and to sign all necessary documents.

Genoa Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**12
RESOLUTION NO. 15-1087**

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS CURVE ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;

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

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Agreement with Berlin Township:

COOPERATION AGREEMENT

Berlin Township and Delaware County
Curve Road Improvements Project

BERLIN TOWNSHIP RESOLUTION NUMBER 150801 Date 8/11/15

DELAWARE COUNTY RESOLUTION NUMBER 15-1087 Date September 14, 2015

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Curve Road Improvement Project.

Berlin Township will provide funds totaling 23% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 8.5%, not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

13

RESOLUTION NO. 15-1088

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BROWN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS HOGBACK ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Brown Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Brown Township:

COOPERATION AGREEMENT

Brown Township and Delaware County
Hogback Road Improvements Project

BROWN TOWNSHIP RESOLUTION NUMBER 2015-07-28-02 Date 7/28/15

DELAWARE COUNTY RESOLUTION NUMBER 15-1088 Date September 14, 2015

Brown Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Hogback Road Improvement Project.

Brown Township will provide funds totaling 14.6% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 12.3%, not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Brown Township to be the lead applicant and to sign all necessary documents.

Brown Township agrees to pay its percentage of Project costs as construction invoices are due.

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Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

14

RESOLUTION NO. 15-1089

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND KINGSTON TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BLUE CHURCH ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Kingston Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Kingston Township:

COOPERATION AGREEMENT

Kingston Township and Delaware County
Blue Church Road Improvements Project

KINGSTON TOWNSHIP RESOLUTION NUMBER 15-08-01 Date 8/4/15

DELAWARE COUNTY RESOLUTION NUMBER 15-1089 Date September 14, 2015

Kingston Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Blue Church Road Improvement Project.

Kingston Township will provide funds totaling 21% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 7.1%, not to exceed the amount of funds provided by Kingston Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Kingston Township to be the lead applicant and to sign all necessary documents.

Kingston Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

15

RESOLUTION NO. 15-1090

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS TRENTON ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Harlem Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Harlem Township:

COOPERATION AGREEMENT

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Harlem Township and Delaware County
Trenton Road Improvements Project

HARLEM TOWNSHIP RESOLUTION NUMBER 15-6-17-T11 Date 6/17/2015

DELAWARE COUNTY RESOLUTION NUMBER 15-1090 Date September 14, 2015

Harlem Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Trenton Road Improvement Project.

Harlem Township will provide funds totaling 14.6% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 13.4%, not to exceed the amount of funds provided by Harlem Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

16
RESOLUTION NO. 15-1091

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY, LIBERTY TOWNSHIP AND CITY OF POWELL TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS SAWMILL ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Liberty Township and City of Powell;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Liberty Township and City of Powell:

COOPERATION AGREEMENT

Liberty Township, City of Powell and Delaware County
Sawmill Road Improvements Project

LIBERTY TOWNSHIP RESOLUTION NUMBER 15-0420-04 Date April 20, 2015

CITY OF POWELL RESOLUTION NUMBER 2015-59 Date 12/12/14

DELAWARE COUNTY RESOLUTION NUMBER 15-1091 Date September 14, 2015

Liberty Township, City of Powell and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Sawmill Road Improvement Project.

Liberty Township will provide funds totaling 11% of the cost of the Project. Such funds will come from the Road fund.

City of Powell will provide funds totaling 11% of the cost of the Project. Such funds will come from the Street Maintenance fund.

Delaware County, through the County Engineer will provide matching funds totaling 7.6%, not to exceed the amount of funds provided by Liberty Township and City of Powell, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County and City of Powell authorize Liberty Township to be the lead applicant and to sign all necessary documents.

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City of Delaware & Delaware County
North Sandusky Street and Park Avenue Resurfacing

DELAWARE CITY RESOLUTION NUMBER 15-30 Date July 24, 2015

DELAWARE COUNTY RESOLUTION NUMBER 15-1093 Date September 14, 2015

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the North Sandusky Street and Park Avenue Resurfacing Project.

Delaware City will provide funds equal to 39 percent of the total project cost. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide funds equal to 6.1 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund.

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 39% of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its 6.1 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**19
RESOLUTION NO. 15-1094**

IN THE MATTER OF AUTHORIZING COMMISSIONER MERRELL TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, Resolution 13-535 declared necessity for Improvements to the intersection of Worthington Road and Big Walnut Road; and

WHEREAS, the County Engineer is currently developing surveys, plans, profiles, cross sections and estimates for said Improvements; and

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: Commissioner Merrell is hereby authorized to apply to the OPWC for funds as described above; and

Section 2: Commissioner Merrell is authorized to execute administrative documents as may be necessary and appropriate in support of the application. Any agreements shall be submitted to the Board for consideration.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**20
RESOLUTION NO. 15-1095**

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR DEL-2015 DESIGN BUILD BRIDGE PACKAGE:

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

**DEL-2015 Design Build Bridge Package
Bid Opening of September 1, 2015**

Whereas, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

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Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-015 Design Build Bridge Package.

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Contract with Double Z Construction Company for the project known as DEL-2015 Design Build Bridge Package as follows:

CONTRACT

THIS AGREEMENT is made this 14th day of September, 2015 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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 "**DEL-2015 Design Build Bridge Package**", 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 **Four Hundred Sixty-Nine Thousand Eight Hundred Dollars and No Cents (\$469,800.00)**, 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1096

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
TERESA K. DYER AND OTIS M. DREHER AND THE BOARD OF DELAWARE COUNTY
COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Teresa K. Dyer and Otis M. Dreher for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Teresa K. Dyer and Otis M. Dreher for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

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**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of September, 2015, Teresa K. Dyer and Otis M. Dreher, whose address is 7197 Steitz Road, Powell, Ohio 43065 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A
DEL-CR-124-2.77
32-SH

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Nine Thousand Dollars (\$9,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

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8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.

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- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 15-1097

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN GEORGE A. AND PATRICE K. DESHETLER AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with George A. and Patrice K. Deshetler for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with George A. and Patrice K. Deshetler for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day September, 2015, George A. and Patrice K. Deshetler, whose address is 4390 Home Road, Powell, Ohio 43065 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:
See Attached Exhibit A
DEL-CR-124-2.77
10-SH, T

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of Two Thousand Seven Hundred Ten Dollars (\$2,710.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER’s covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.
- 2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

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3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.
11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in

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connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

- 13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 15-1098

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
JEFFREY W. AND JUDY A. REESE AND THE BOARD OF DELAWARE COUNTY
COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Jeffrey W. and Judy A. Reese for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Jeffrey W. and Judy A. Reese for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of September, 2015, Jeffrey W. and Judy A. Reese, whose address is 7540 Steitz Road, Powell, Ohio 43065 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A
DEL-CR-124-2.77
25-SH, 25-T

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of Two Thousand Forty Six Dollars (\$2,046.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER's covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any efficiency shall be the responsibility of the SELLER.
2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY

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resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1099

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN TLK

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 2015**

DEVELOPMENT, LLC AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with TLK Development, LLC for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with TLK Development, LLC for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of September, 2015, TLK Development, LLC, whose address is 8251 Windsong Court, Columbus, Ohio 43235 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A

DEL-CR-124-2.77

16-SH

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Eleven Thousand Two Hundred and One Dollars (\$11,201.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER's covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.
2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

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5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.
11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

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13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1100

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
PAOLO G.I. AND CYNTHIA A. ROSI AND THE BOARD OF DELAWARE COUNTY
COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Paolo G.I. and Cynthia A. Rosi for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Paolo G.I. and Cynthia A. Rosi for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of September, 2015, Paolo G. I. and Cynthia A. Rosi, whose address is 4330 Home Road, Powell, Ohio 43065 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A
DEL-CR-124-2.77
12-SH

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Thousand Three Hundred and Seventy Three Dollars (\$1,373.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER’s covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of

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closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

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- 11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.
- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

RESOLUTION NO. 15-1101 WAS NOT UTILIZED

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RESOLUTION NO. 15-1102

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NELSON FARMS SECTION 2, PHASE B; SANCTUARY AT THE LAKES SECTION 3 AND TRAIL’S END SECTION 2, PHASE B:

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

NELSON FARMS SECTION 2, PHASE B:

Whereas, Nelson Farms Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Nelson Farms Section 2, Phase B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

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Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 12, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on June 16, 2015; 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 July 14, 2015; 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 August 3, 2015; 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 August 31, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Nelson Farms Section 2, Phase B

Nelson Farms Section 2, Phase B:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 17.449 acres of land, more or less, said 17.449 acres being comprised of part of those tracts of land conveyed to Nelson Farms Associates, LLC, by deeds of record in Official Record 220, Page 1034 and Official Record 220, Page 1057, Recorder's Office, Delaware County, Ohio. Cost \$63.

SANCTUARY AT THE LAKES SECTION 3:

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Sanctuary at the Lakes Section 3, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 28, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 28, 2015; 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 July 30, 2015; 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 August 3, 2015; 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 August 31, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sanctuary at the Lakes Section 3

Sanctuary at the Lakes Section 3:

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lot 1, Quarter Township 1, Township 3 North, Range 18 West, Orange Township, United States Military Lands, and being 8.203 acres out of a 92.165 acre parcel as conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Vol. 1217, Pages 1335-1340, and 0.142 acres out of a 0.499 acre parcel as conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1181, Pages 256-259. All references to records being on file in the Office of the Recorder, Delaware County Ohio. Cost \$54.

TRAIL'S END SECTION 2, PHASE B

Whereas, Edwards Land Development Co., LLC has submitted the Plat of Subdivision ("Plat") for Trail's End Section 2, Phase B, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

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Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 28, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 30, 2015; 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 July 31, 2015; 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 August 3, 2015; 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 August 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Trail’s End Section 2, Phase B.

Trail’s End Section 2, Phase B

Situated In The State Of Ohio, County Of Delaware, Township of Liberty and In Farm Lots 14 (14.934 AC) and 15 (0.847 AC), Section 1, Township 3, Range 19, United States Military Lands, Being Part of that 113.458 Acre Tract Conveyed to Edwards Land Development Co., LLC., by Deed of Record in Official Record Official Record Volume 1096, Page 664, and Re-Recorded in Official Record Volume 1102, Page 1996, (All References Refer to the Records of the Recorder’s Office, Delaware County, Ohio). Cost: \$66.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1103

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR VINMAR VILLAGE SECTION 1 AND WOODS AT WEEPING ROCK:

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

Vinmar Village Section 1

Whereas, the roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner’s Agreement, The Engineer recommends that the maintenance bond be set at **\$104,200** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A maintenance bond in that amount has been provided by the Owner.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves establishing a maintenance bond for Vinmar Village Section 1:

Woods at Weeping Rock

Whereas, the roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner’s Agreement, The Engineer recommends that the maintenance bond be set at **\$84,200** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A maintenance bond in that amount has been provided by the Owner.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves establishing a maintenance bond for Woods at Weeping Rock:

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

28

RESOLUTION NO. 15-1104

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NEW BEGINNINGS UNITED METHODIST CHURCH; THE COURTYARDS AT HIDDEN RAVINES SECTIONS 1, 2 AND 3 AND BROOKVIEW MANOR:

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

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NEW BEGINNINGS UNITED METHODIST CHURCH

WHEREAS, on September 14, 2015, a Ditch Maintenance Petition for New Beginnings United Methodist Church was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within New Beginnings United Methodist Church located off of Sunbury Road (SR 37E) in Brown Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$130,216.11. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 8 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$16,277.01 per acre. An annual maintenance fee equal to 2% of this basis (\$325.54) will be collected for each acre of developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$2,604.32 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

THE COURTYARDS AT HIDDEN RAVINES SECTIONS 1, 2 AND 3:

WHEREAS, on September 14, 2015, a Ditch Maintenance Petition for The Courtyards at Hidden Ravines Sections 1, 2 and 3 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within The Courtyards at Hidden Ravines Sections 1, 2 and 3 located off of Orange Centre Drive and East Hidden Ravines Drive in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$266,819.18. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 91 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$2,932.08 per unit. An annual maintenance fee equal to 2% of this basis (\$58.64) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$5,336.38 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

BROOKVIEW MANOR

WHEREAS, on September 14, 2015, a Ditch Maintenance Petition for Brookview Manor was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Brookview Manor located off of Africa Road in Berlin Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$950,402.86 (for Section 1 and Future Sections) for the benefit of the lots being created in this subdivision. 88 lots are being created in these plats (total all sections) and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$10,800.03 per lot. An annual maintenance fee equal to 2% of this basis (\$216.00) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for 28 lots in Section 1 in the amount of \$6,048.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessments to be paid at time of platting of each section:
Section 2 (33 lots) \$7,128.00
Section 3 (27 lots) \$5,832.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**29
RESOLUTION NO. 15-1105**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the

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Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U15-085	Columbia Gas	Steitz Road at Home Road	Tie into existing gas main
U15-086	Suburban Natural Gas	Sanctuary at the Lakes Section 3 & 4, Parts 1 & 2	Install gas main
U15-087	Columbia Gas	Brookview Manor Section 1	Install gas main
U15-088	Columbia Gas	5800 Griffiths Lane	Tap existing gas main
U15-089	Frontier	Start at Olentangy Crossings East 1800' North Along Rail Timber Way	Bury cable in right-of-way
U15-090	Time Warner Cable	Bury 700' of Cable in Wingate Drive	Bury cable in right-of-way
U15-091	Suburban Natural Gas	Meadows at Lewis Center Section 2	Install gas main

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**30
RESOLUTION NO. 15-1106**

IN THE MATTER OF APPROVING THE SUBMISSION OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING:

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

Grant # Specialized Docket Payroll Subsidy
 Source: Ohio Department of Mental Health and Addiction Services
 Subsidy Period: July 1, 2016 to June 30, 2017

Subsidy Amount: \$ 32,417.00
 Local Match: \$ 0
 Total Subsidy Amount: \$ 32,417.00

This Subsidy opportunity will support the Drug Court Docket Administrator's salary for this time period.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**31
RESOLUTION NO. 15-1107**

IN THE MATTER OF APPROVING THE SUBMISSION OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING:

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

Grant # Specialized Docket Payroll Subsidy
 Source: Ohio Department of Mental Health and Addiction Services
 Subsidy Period: July 1, 2016 to June 30, 2017

Subsidy Amount: \$ 36,483.00
 Local Match: \$ 0
 Total Subsidy Amount: \$ 36,483.00

This Subsidy opportunity will support the Mental Health Docket Administrator's salary for this time period.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**32
RESOLUTION NO. 15-1108**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

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WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Delaware County Probate and Juvenile Court to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Delaware County Probate and Juvenile Court, being required to replace existing vehicle that is used primarily for transporting youth to Community Service, and Suspension Alternative work sites.

Section 2. The Board hereby declares that the make and model of the vehicle is a 2016 Ford Transit XLT, blue. 15 passenger van for \$29,019.78 and hereby approves a purchase order request for a total of \$29,019.78 from org key 41711436 - 5450 to Middletown Ford, Inc. in Middletown, Ohio.

Section 3. The Board hereby approves the following supplemental appropriation, decrease of appropriation and transfer of funds.

Supplemental Appropriation

10011102-5801	Commissioners General/Miscellaneous Cash Transfer	29,019.78
41711436-5450	Capital Acquisition & Project/Capital Equipment	29,019.78

Decrease of Appropriation

10026201-5350	Juvenile Court/Foster Care Services	29,019.78
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Transfer of Funds

From	To	
10011102-5801	41711436-4601	29,019.78
Commissioners General/Miscellaneous Cash Transfer	Capital Acquisition & Project/Interfund Revenue	

Section 4. The Board hereby declares that the purchase or lease of said vehicles will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS903615, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 5. This Resolution shall take immediate effect upon passage.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**33
RESOLUTION NO. 15-1109**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS AND ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Supplemental Appropriations

27526315-5001	State Victim Asst Grant/Compensation	1,754.00
27526315-5101	State Victim Asst Grant/Health Insurance	2,705.00

Advance of Funds

From	To	
10011102-8500	27526315-8400	3,000.00
Commissioners General/Advances Out	State Victim Asst Grant/Advances In	

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**34
RESOLUTION NO. 15-1110**

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IN THE MATTER OF APPROVING TRAVEL AUTHORIZATION REQUESTS FOR JOB AND FAMILY SERVICES:

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

TO: The Board of County Commissioners Delaware County, Ohio
 FROM: David Dombrosky, Director Job and Family Services
 RE: Travel Authorization Request
 DATE: September 9, 2015

Required Training/Meetings

The cost of training is to be paid from local/state/federal appropriated funds.
 The following are the itemized anticipated expenses necessary to be incurred for training.

I hereby request authorization for: David Dombrosky to attend, at the expense of Delaware County, Ohio Job and Family Services Director’s Association 2015 New Directors’ Training, October 15-16, 2015 at the Nationwide Hotel and Conference Center, 100 Green Meadows Drive South, Lewis Center, OHIO

Registration at \$395/participant \$395

Requested/Recommend by: David Dombrosky, Director Delaware County Department of Job and Family Services

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**35
RESOLUTION NO. 15-1111**

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE PREVENTION, RETENTION AND CONTINGENCY PROGRAM FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES PUBLIC ASSISTANCE PROGRAM:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following Prevention, Retention and Contingency Program;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Prevention, Retention and Contingency Program:

**Prevention, Retention & Contingency Program
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1. Introduction

Temporary Assistance for Needy Families (TANF) is a Federal funding source designed to help needy families achieve self-sufficiency. To carry out this mission, programs have been established to accomplish the four purposes of TANF. These are:

- Purpose #1 Assisting needy families so that children can be cared for in their own homes
- Purpose #2 Reduce the dependency of needy parents by promoting job preparation, work and marriage
- Purpose #3 Preventing out-of-wedlock pregnancies
- Purpose #4 Encouraging the formation and maintenance of two-parent families

The Prevention, Retention & Contingency (PRC) program has been established under Chapter 5108 of the Ohio Revised Code (ORC) utilizing TANF funding. It is designed to provide benefits and services to needy families and low-income employed families who are in need of help with essential supports to move out of poverty and become self-sufficient. The PRC program provides flexibility for funding a wide variety of employment and training activities, supportive services, and benefits that will enable individuals to obtain employment, maintain employment, and improve their economic circumstances.

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The supports provided under the PRC program are limited to non-recurrent, short-term, crisis-oriented benefits and ongoing services which do not meet the federal definition of assistance. Non-recurrent, short-term assistance addresses discrete crisis situations that do not provide for needs extending beyond four months. These benefits and services may encompass more than one payment per year, as long as the payment provides short-term relief and resolves a discrete crisis situation rather than meeting recurrent needs. These benefits and services are consistent with the federal definition of “non-assistance” as found in 45 CFR 260.31(b). The definition of “non-assistance” includes:

- Non-recurrent, short-term benefits that:
 - i. Are designed to deal with a specific crisis situation or episode of need
 - ii. Are not intended to meet recurrent or ongoing needs
 - iii. Will not extend beyond four months
- Work subsidies (ie: payment to employers to help cover the cost of employer wages, benefits, supervision, and training)
- Supportive services such as child care and transportation provided to families who are employed
- Refundable earned income tax credits
- Contributions to, and distributions from, Individual Development Accounts (IDAs)
- Services such as counseling, case management, peer support, child care, information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support
- Transportation benefits provide under a Job Access or reverse Commute project to an individual who is not otherwise receiving assistance.

2. TANF Exclusions

- Federal TANF funds cannot be used:
 - i. For medical services, except for pre-pregnancy planning services
 1. Medical services include:
 - a. Inpatient medical services
 - b. Outpatient medical services
 - c. Mental Health treatment
 - d. Substance Abuse treatment
 - ii. To supplant spending in the areas of:
 1. Child support enforcement
 2. Foster care
 3. Adoption assistance
 - iii. To satisfy a cost-sharing or matching requirement of another federal program unless specifically authorized by 2 CFR 225, Appendix A
 - iv. To construct or purchase buildings or facilities or to purchase real estate
 - v. For general expenses required to carry out the responsibilities of the county

3. Benefits and/or Services Categories

- **Direct (also known as “hard”) Services**
 - i. Direct services are any benefits and/or services that have a direct cash value to the PRC applicant. Such benefits must:
 1. Be designed to deal with a specific crisis situation or episode of need
 2. Not be intended to meet recurrent or ongoing needs
 3. Must not extend beyond four months.

Examples include, but are not limited to, purchase of tools, car repairs, purchase of bedding, appliances, rent, security deposit, and/or utility payments.

- **Indirect (also known as “Soft”) Services**
Indirect services are any benefits and/or services that DO NOT have a direct cash value to the PRC applicant. Indirect services may be provided on an ongoing basis.

Direct benefits and/or services will be provided in the form of a payment to a vendor on behalf of a recipient of PRC, not paid directly to the recipient. In no case is payment for PRC direct services made to any member of the A/G.

Any number of individual services can be provided or payments can be made during the twelve-month eligibility period following the date of application as long as each is a distinctive, non-ongoing occurrence.

Only the Delaware County Department of Job & Family Services (DCDJFS) is authorized to provide “direct” benefits and/or services.

NON-FINANCIAL ELIGIBILITY

1. Social Security Number

Each person applying for PRC must provide the county agency (or third party providing agency) with a social security number or verify, in writing, application for a social security number.

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2. Ineligibility for PRC Services

The following individuals are ineligible for PRC assistance:

- An individual who is a fugitive felon and/or probation/parole violator;
- An individual who is not a U.S. citizen or a qualified alien;
- An Assistance Group (A/G) with any family member who has any outstanding OWF or PRC fraud overpayment balance;
- An A/G with a member who is ineligible for other programs due to deliberate non-compliance with the terms of his/her assistance, such as those stated in the Self-Sufficiency Plan and Contract (exception: Individuals in this group who are employed may receive employment-related PRC assistance.);
- An A/G with an unmarried, non-graduate parent under 18 not attending high school or equivalent;
- An A/G with an unmarried parent under 18 not living in an adult-supervised setting;
- An A/G with a member who has been found to have fraudulently misrepresented residence in order to obtain assistance in two or more states (ineligible for ten years);
- Families giving false or incorrect information;
- An A/G with any family member who is determined by the courts or state hearing to have committed an intentional program violation;
- An A/G with any family member who has not established a current payment plan with the benefit recovery unit for any and all identified overpayments to ODJFS. This includes OWF cash, supplements, work allowances, PRC, and food assistance overpayments.

3. PRC Exclusions

- Applicants may not use PRC benefits:
 - i. To meet a current, demonstrated need that is met through the issuance of benefits under another federal or state program;
 - ii. To directly pay court-ordered child support;
 - iii. To pay any costs associated with the violation of federal, state, and/or local laws. This includes, but is not limited to:
 1. Court costs
 2. Attorney fees
 3. Fines
 4. Parking violations
 - iv. To pay fees associated with childcare including childcare co-payments;
 - v. To pay property taxes;
 - vi. For any item(s) that require additional financing over and above the PRC issuance to meet the current, demonstrated need

4. Assistance Group Composition

Assistance Group (A/G) is the technical term used to describe family members that may be served by a PRC program. All A/Gs must, at a minimum, consist of:

- A minor child (as defined in 5108.01, 5108.06, and 5107.02 of the ORC) who resides with a parent, specified relative, legal guardian, or legal custodian;
- Pregnant individuals with no other children;
- A non-custodial parent (defined in 45 CFR 260.30) who lives in the state of Ohio, but does not reside with his/her minor children. Eligibility for PRC benefits and/or services is limited to non-custodial parents who:
 - i. Are currently cooperating with child support;
 - ii. Who establish and who are in the process of establishing responsibility for their child(ren) through the CSEA; and
 - iii. Who have a current child support order and the intent to meet his/her financial obligation; and
 - iv. Are ordered into an employment program by a court or referred by the Child Support Enforcement Agency (CSEA) and are also complying with the employment program to find a job; or
 - v. Who are employed at least twenty (20) hours per week.

A/G members may be “temporarily absent” yet the individual and his/her family may still qualify for PRC benefits and services. “Temporary absence” has the same meaning for the PRC program as it does for Ohio Works First (OWF) as set forth under Section 5107.10 of the ORC and rule 5101:1-3-04 of Ohio Administrative Code (OAC). 5101:1-3-04 states that the absence of a member of the A/G is temporary if:

- The A/G member has been absent for no longer than 45 consecutive days;
- The location of the absent individual is known;
- There is a definite plan for the return of the absent individual to the home; and
- The absent individual shared the home with the A/G prior to the onset of the absence.

A minor child may be connected to more than one A/G receiving PRC depending upon the service provided and other individuals residing with the minor child. All individuals living in the household that would benefit from the PRC assistance would be counted as an A/G.

Rule 5101:1-3-04 sets forth exceptions to the requirement that the A/G member be absent for no longer than 45 days including a situation where a child is removed by the public childrens services agency if the agency indicates that there is a reunification plan to return the child to the home within six (6) months.

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5. Residence

In order to be eligible to receive PRC benefits and/or services at least one member of the A/G must be a citizen of the United States or a qualified alien as defined in 5101:1-2-30 of the OAC.

PRC benefits and/or services are available only to residents of Delaware County. Residence is established by living in the County voluntarily with the intent to remain permanently or for an indefinite period of time. Residence is also established by an applicant who is not receiving assistance from another county and entered the county with a job commitment or seeking employment, whether or not currently employed.

PRC benefits and/or services are available to adult applicants on behalf of children in the temporary or permanent custody of the DCDJFS, even when the child is placed/resides in another county. Additionally, PRC benefits and/or services are available to adult participants on behalf of children placed in the custody of a relative (relative placement), facilitated by DCDJFS, including when the relative resides in another county, as long as the provider and child have a current open case in the DCDJFS Social Services division. Benefits and/or services issued on behalf of these children shall not duplicate benefits and/or services received by the adult applicant through the County Department of Job & Family Services in their county of residence.

6. Change in Circumstance

The applicant must be able to demonstrate that a specific change in circumstance occurred within the twelve (12) months immediately prior to the application date for PRC benefits and/or services that has led to, or significantly contributed to, the current demonstrated need. Failure by the applicant to demonstrate the specific change and tie the change into the current need will result in the applicant's ineligibility for PRC benefits and/or services.

The change in circumstance leading to the current need must be an unexpected, life-altering event which may include, but is not limited to, such things as: job loss or job gain, domestic violence, divorce, natural disaster or fire, individual providing monetary support leaves the household, death of a household member, new Children Services involvement resulting in the removal or threatened removal of child from the home, homelessness, accident resulting in the client not being able to work, addition of a child or other family member into the household, and prolonged illness.

The change in circumstance does not include routine or expected changes such as: a voluntary move (not precipitated by an unexpected change in circumstance), change of seasons, start of a school year, inflation, holidays, sanction, legal infractions (including intentional fraudulent acts by the client such as intentionally breaking a lease), temporary (pre-defined end date or lasting less than six months) or seasonal employment, and voluntarily terminating employment.

Written verification of the change of circumstance is only required when the worker has reasonable suspicion to doubt the truthfulness of the claim.

7. Community Resources

The availability of resources within the community shall be explored prior to the authorization of PRC for direct benefits and/or services. A PRC A/G, within reason (as defined by the DCDJFS), is required to apply for and utilize any program, benefit, or support system that reduce or eliminate the current, demonstrated need. Workers, on behalf of applicants, shall utilize the Helpline of Delaware and Morrow Counties (211) to identify any available community resources. When Helpline states that no community resource is available to meet the current need, the applicant is considered to have met this requirement. Workers shall document this conversation and the resources to be explored in case notes. The applicant shall be required to explore up to three community resources when identified by the Helpline.

The PRC application shall include a section to identify the community resources that must be explored prior to authorization for PRC benefits and/or services. The applicant must provide written verification from the provider that the community resources identified were explored/utilized prior to the issuance of PRC benefits and/or services.

8. Mitigation

The PRC applicant must be able to demonstrate that they have attempted to mitigate the current, demonstrated need, when applicable. Failure to attempt to mitigate the need will result in the denial of the PRC application. A PRC applicant must demonstrate an attempt has been made to prevent the occurrence of the emergent need. Situations that demonstrate a failure to mitigate may include, but is not limited to:

- Making no payment toward the obligation;
- Making only minimal payments with the knowledge that such an amount would not prevent the occurrence;
- Failing to follow through with the previous PRC plan.

9. Sanctioned Individuals

OWF sanctioned individuals/assistance groups are eligible to receive PRC benefits and/or services. PRC benefits issued to sanctioned individuals/assistance groups must be directly related to assisting the sanctioned A/G member to comply with the provisions of his/her Self-Sufficiency Contract. If, at the time of application, the applicant is

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within thirty (30) days of the sanction or penalty period ending, he/she must sign a new Self-Sufficiency Contract or waive OWF eligibility if OWF is no longer desired.

FINANCIAL ELIGIBILITY

1. Need Standard

PRC applicants applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must demonstrate the need for financial assistance and/or services. The gross monthly income of all A/G members must be equal to or less than **200%** of the Federal Poverty Guidelines (FPG) (see Appendix A) except for services related to removal of child or reunification or meet the mean-tested program eligibility listed in the next paragraph. The gross monthly income of all A/G members applying for direct services, indirect services meeting TANF purpose #1, and indirect services meeting TANF purpose #2 must be equal to or less than **250%** of the Federal Poverty Guidelines to be eligible for services to prevent the removal of a child or facilitate reunification or meet the means-tested program eligibility listed in the next paragraph. The FPG threshold for services to prevent the removal of child or facilitate reunification was set at higher level as the families served are generally not means-tested. Additionally, the additional cost of services will facilitate cost-savings overall as placement costs far exceed the value of PRC services issues at this higher income threshold.

If the PRC A/G receives any of the following means-tested benefits, they are automatically considered to be financially-eligible for PRC Assistance:

- OWF Cash Assistance
- Food Stamps
- Medicaid
- Women, Infant and Children (WIC)

All earned and unearned income received by any adult member of the PRC A/G during the budget period shall be counted. Income shall be reduced by child support, alimony, and child care payments made by any adult member of the A/G to individuals/entities outside of the home. This includes all income which is normally disregarded when determining eligibility for Ohio Works First or Disability Assistance. All income which is received or expected to be received during the thirty-day budget period is considered when determining financial need.

Self-employment income shall be calculated in accordance with OAC 5101:1-23-20(F). Self-employment gross earnings are defined as the total profit from the self-employment enterprise. The total profit from the self-employment enterprise is determined by deducting the self-employment expenses (i.e., the business expenses directly related to producing the goods or services) or the prescribed standard deduction from the gross receipts.

For cases in which the income cannot be accurately obtained, the implementation of practices that are reasonable and prudent should occur when determining countable income. A signed ODHS 7341, Applicant/Recipient Authorization for Release of Information should be obtained from the applicant for an inquiry. Once the release is received, verification which is obtained by phone must contain clear documentation in the PRC A/G record concerning the name and position of the supplier of the information, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification. More stringent verification is required when PRC benefits and services involve a direct monetary gain by the applicant and opportunities for fraud are prevalent.

The applicant must use all available income and resources in meeting the current, demonstrated need. This includes ongoing assistance programs including, but not limited to, OWF, Disability Assistance, SSI, Food Assistance, unemployment compensation, social security benefits, and the special energy assistance programs.

2. Liquid Assets/Resources

PRC applicants with liquid assets greater than \$200.00 are required to use any amount over the \$200.00 as a co-payment to meet the current, demonstrated need. There is no PRC eligibility if the assistance group fails to make use of the available income or resources that are in an amount sufficient to meet a portion of, or the entire amount of, the current, demonstrated need.

Liquid assets are those resources that are in cash or payable in cash upon demand. Liquid assets are those that can be converted to cash so that the funds are available to help meet the current, demonstrated need. The most common types of liquid assets are cash on hand, savings accounts, checking accounts, stocks, bonds, mutual funds, and promissory notes. Available liquid assets are those in which any A/G member has a legal interest and the legal ability to use or dispose of them. If both legal interest and availability to the use the liquid assets does not exist, the value of the liquid assets is unavailable for PRC purposes.

Resources to be considered for PRC purposes are those that are both liquid and available during the budget period to help the A/G to meet the current, demonstrated need. Resources do not include the value of real property, motor vehicles, life insurance (term or whole life), and household goods.

Resources owned by any A/G member are considered available to the entire A/G. If ownership of a resource is shared by A/G members and a person who is not in the A/G, the liquid asset/resource is considered to be available on a pro-rated basis unless evidence exists to show otherwise.

Example: David applies for PRC. He has three children. David reports owning a

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savings account with a balance of \$500. Additionally, David reports having a joint checking account with his mother. The balance in this account is \$250. Available assets to be considered for David are \$625 (\$500 from his account and half of the \$250 in the joint account (\$125)).

Lump sum payments (excluding tax refunds) are considered income in the month received and any unspent balance is considered as a resource thereafter.

VERIFICATION REQUIREMENTS

1. Direct Services

A PRC applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating to the fullest extent in the eligibility determination process.

- The applicant must provide written verification of the need, whenever possible;
- The applicant must provide written verification of the change in circumstance, whenever possible;
- The applicant must provide written verification of their mitigation attempts, whenever possible;
- The applicant must provide written verification of the exploration of community resources, whenever possible;
- The applicant must verify residency in Delaware County;
 - i. PRC is available to non-Delaware County residents on behalf of a child in the temporary or permanent custody of the DCDJFS
 - ii. PRC is available to non-Delaware County residents when the DCDJFS has facilitated placement of a child to a relative only when the case remains active in the DCDJFS Social Services division
- The applicant must provide a social security number or verification of application for a social security number;
- The applicant must verify U.S. citizenship or qualified alien status;
- Verification of all A/G income is required
 - i. Written verification from the source of the income must be obtained, whenever possible
 1. Examples of acceptable written verification are:
 - a. Pay stub;
 - b. Letter from the employer;
 - c. Child Support statement;
 - d. Award letter;
 - e. Self-employment records
 - ii. If the applicant fails to provide all required verifications, the DCDJFS shall give the applicant an Application/Reapplication Verification Required Checklist (JFS 7105), and be given ten (10) business days to provide the requested verification. Verbal verification, with the applicant's signed Release of Information form (JFS 7341), may be obtained by the DCDJFS in lieu of written verification.
 1. Verbal verification must be clearly documented in the case record including:
 - a. The name of the person supplying the information;
 - b. The position title of the person supplying the information;
 - c. The date the verification was received;
 - d. The amount of income received in the budget period;
 - e. The name of the DCDJFS staff person obtaining the information
 - ii. Verification of all available assets and resources to the A/G is required.
 - i. Written verification must be obtained, whenever possible
 1. Examples of acceptable written verification are:
 - a. Passbooks;
 - b. Monthly bank statement;
 - c. Any written notice provided on company letterhead with an original signature
 2. If the applicant fails to provide all required verifications, the DCDJFS shall give the applicant an Application/Reapplication Verification Required Checklist (JFS 7105), and be given ten (10) business days to provide the requested verification
 - ii. Verbal verification, with the applicant's signed Release of Information form (JFS 7341), may be obtained by the DCDJFS in lieu of written verification
 1. Verbal verification must be clearly documented in the case record including:
 - a. The name of the person supplying the information;
 - b. The position title of the person supplying the information;
 - c. The date the verification was received;
 - d. The amount of available resources/assets in the budget period;
 - e. The name of the DCDJFS staff person obtaining the information
- Verification of any required A/G contribution is required:
 - i. Before the PRC benefit is issued;
 - ii. When the PRC benefit is less than the amount required to meet the current, demonstrated need
 1. Example: While assistance for car repair may not exceed \$XXXX the customer may be permitted to negotiate a co-payment with a local vendor, when the total cost of the repair exceeds \$XXXX and the customer is willing to pay the difference directly to the vendor. In such cases, the customer will pay the vendor directly. Payments to the

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vendor will only be made by the DCDJFS after the repair has been completed, and after the vendor verifies that the customer has paid the difference between the total cost of the repair and the \$XXX limit.

2. Indirect Services

A PRC applicant/re-applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating to the fullest extent in the eligibility determination process.

- The applicant does not have to demonstrate:
 - i. That a change in circumstance occurred
 - ii. That community resources availability was explored
 - iii. That mitigation attempts were made
 - iv. Resources over the \$1,000 limit do not have to be used
- The applicant must verify residency in Delaware County
 - i. PRC is available to non-Delaware County residents on behalf of a child in the temporary or permanent custody of the DCDJFS
 - ii. PRC is available to non-Delaware County residents when the DCDJFS has facilitated placement of a child to a relative only when the case remains active in the DCDJFS Social Services division
- The applicant must provide a social security number or verification of application for a social security number
- The applicant must verify U.S citizenship or Qualified Alien status
- A signed, written self-declaration of income meets the verification requirement
- A signed, written self-declaration of available assets and resources meets the verification requirement

The PRC recipient must reapply for PRC indirect services annually.

ADDITIONAL REQUIREMENTS

1. Voter Registration

In accordance with 329.051 of the Ohio Revised Code:

- The DCDJFS shall make voter registration applications available to all applicants for PRC at the time of application.
- All contracted providers funded, in whole or in part, with TANF funds shall make voter registration applications available to all applicants for PRC benefits and/or services at the time of application.

2. Charitable Choice and Faith-Based Initiatives

Charitable Choice provisions apply when Delaware County contracts with faith-based organizations to provide benefits and/or services with TANF funds (including PRC).

Federal regulations (45 CFR 260.34) require that A/Gs have the right to request an alternative provider and that the A/G be notified of this right.

- The notice (see Appendix B) must clearly explain the right to be referred to an alternative provider and services that reasonably meet timeliness, capacity, accessibility, and equivalency requirements.
- Any A/G that objects to a faith-based provider must be provided with an alternative provider of services within a reasonable amount of time.
 - i. The alternative provider must be reasonably accessible and be able to provide comparable services.

APPLICATION PROCESS

1. Application Filing

Any adult has the right to apply for PRC benefits and/or services. An individual requesting direct or indirect PRC benefits and/or services must complete a PRC application (see Appendix B). At the time of application, the PRC applicant shall be provided with his/her rights as an applicant (see Appendix B).

Recipients of indirect PRC benefits and/or services whose services extend beyond one year, must submit a new application before the end of the tenth month of service and ever year thereafter. The re-applicant must demonstrate that all eligibility requirements continue to be met at each annual redetermination.

A PRC application made by a person who died before the decision was reached shall be denied. Additionally, any application made on behalf of a deceased A/G member shall be denied whether the application was made before/after his/her death. If the remaining A/G members are in need of PRC benefits and/or services a new application must be filed and their eligibility will be considered in a manner consistent with this policy.

Eligibility for other public assistance programs is not a factor in the eligibility determination, except for meeting financial eligibility standards, for PRC benefits and/or services. All PRC applicants shall be informed of other public assistance programs (i.e., Medicaid and Food Assistance) that are available.

2. Case Records/Retention

Case records must be maintained for all PRC applicants. The DCDJFS determines eligibility for direct services and may or may not contract with community providers to determine eligibility for indirect services. Providers

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contracted to determine/re-determine eligibility for indirect services must maintain case files that are readily available for monitoring and audit in accordance with OMB Circular A-133 and A-87, even if the provider ceases to exist.

- If the PRC applicant is/was in receipt of public assistance benefits the application and all required verification gathered during the PRC eligibility determination process shall be kept in the OWF, Medicaid, or Food Assistance case record if eligibility is determined by the DCDJFS.
- If the PRC applicant is/was not in receipt of or applying for OWF, Food Assistance, or Medicaid and applies for PRC benefits and/or services through the DCDJFS, a separate case record shall be created and maintained and the application and all required verification gathered during the PRC eligibility determination process shall be kept in it.
- If the PRC applicant is applying for benefits and/or services through a contracted Provider (whether or not the applicant is/was in receipt of public assistance), a separate case record shall be created and maintained and the application and all required verification gathered during the PRC eligibility determination process shall be kept in it.
- If the PRC applicant is a non-custodial parent, the application and all required verification must be maintained in a separate case record.

3. Standard of Promptness

The application for PRC benefits and/or services is an application for public assistance benefits. The timelines for determining eligibility and rendering a final decision established in 5101:1-2-01 of the OAC shall be adhered to by the DCDJFS and all contracted providers. Additionally, the DCDJFS will make every effort to determine eligibility for direct services within ten (10) days of receipt of the application and all required verification.

4. Notice Requirements

The PRC applicant shall receive notice of the decision regarding the PRC benefits and/or services in accordance with OAC Chapter 5101:6. The following shall apply:

- Approval
 - i. The Notice of Approval/Denial shall be forwarded, in person or via U.S Mail, to the applicant within two business days from the day on which the decision was rendered.
 1. The "Approved" box shall be marked
 2. The notice shall be signed and dated by a DCDJFS or contracted provider representative.
- Denial
 - i. The Notice of Approval/Denial shall be forwarded, in person or via U.S. Mail, to the applicant within two business days from the day on which the decision was rendered.
 1. The "Denied" box will be marked.
 2. The notice shall be accompanied by Notice of the Right to a State Hearing.
 3. The notice shall be signed and dated by a DCDJFS or contract provider representative.
 - ii. Denial is required when an application has been withdrawn, either verbally or in writing.

SCOPE OF COVERAGE

1. Maximum Issuance

In all cases the amount of PRC issued must meet, but may not exceed, the current, demonstrated need of the A/G. The amount of PRC issued must be within the appropriate maximum payment amount. If the amount of PRC available cannot prevent the onset or continuation of current, demonstrated need, there is no eligibility for payment.

- Example:
 - i. If the amount available from PRC can pay the major portion of the amount needed to avoid a utility shut-off and the applicant and the utility company set up a written agreement for payment of the balance, PRC can be issued.
 - ii. If an agreement cannot be made or the amount available through PRC cannot meet the total necessary to prevent the shut-off, no PRC may be issued.
- Example:
 - i. If the cost of the car repair exceeds the value of the car, as determined by a licensed, qualified mechanic or other agency-approved vendor, the request would be denied.

The A/G may receive more than one item/service per event and may apply and receive PRC assistance multiple times within a 12-month period; but, the total amount of PRC assistance cannot exceed the maximum limits and applicable sub-limits.

▪ **Direct Services**

- i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$1,000 in each year (beginning with the initial date of application) for direct goods and/or services.

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2. PRC assistance issued in another county during the current calendar year shall count as being received in Delaware County and applied to the maximum issuance limit.
 - ii. Non-custodial parents
 1. PRC applicants who meet all eligibility criteria may be eligible for up to \$500 in each year (beginning with the initial application date) for direct goods and/or services.
 2. PRC assistance issued in another county during the current calendar year shall count as being received in Delaware County and applied to the maximum issuance limit.
- **Indirect services**
 - i. Parents, specified relatives, legal guardians, legal custodians, and pregnant individuals with no other children
 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
 - ii. Non-custodial parents
 1. There is no maximum issuance for PRC applicants who meet all eligibility criteria as there is no direct monetary value attributable to individuals for indirect services received.
 2. Any monetary value of indirect services shall not count toward the maximum issuance for direct services
2. **Direct Services Sub-limits**
 - **Prevention, Employment, and Retention Assistance- \$500.00 per calendar year**
 - i. The primary focus of the PRC program in Delaware County is to provide assistance which will help applicants obtain employment, retain jobs and/or prevent the need for ongoing assistance. This includes:
 1. Individuals/families that are seeking employment (active in an approved job search program);
 2. Individuals/families participating in an assigned WEP activity;
 3. Individuals/families beginning employment;
 4. Individuals/families attempting to maintain current employment;
 5. Individuals/families in need of short-term assistance to support their employment to prevent them from further or ongoing OWF assistance;
 6. Individual/families in need of short-term assistance for educational expenses, excluding tuition cost
 - ii. Issuance may include, but is not limited to:
 1. Tools;
 2. Work Clothing, including uniforms;
 3. Cost of text books and school/work supplies.
 - iii. If a person requests assistance with education/training-related items they must complete an assessment and evaluation process following the Workforce Investment Act criteria. This will demonstrate an ability to succeed in the education/training program. Applicants for education/training may be required to complete activities to prepare them for the initial education/training request (i.e. require a GED before entering a more advanced program; require basic skill review before entering a more advanced program; have childcare and transportation arranged; have ability to meet all financial obligations).
 - **Contingency Assistance- \$750.00 per calendar year**
 - i. The secondary focus of the PRC program is to provide assistance to meet a contingency, a need which if not satisfied may threaten the health, safety (this includes instances of domestic violence), or well-being of one or more household members. Issuance is limited to the following:
 1. Shelter Costs
 - a. Rent
 - i. To prevent eviction if a Notice to Leave the Premises (3-Day Notice to Evict) is presented.
 1. The amount paid is the actual amount necessary to prevent the eviction up to a maximum of two months delinquent rent.
 2. Signed, written documentation must be received from the landlord specifying the monthly rent, the total amount due in order to prevent the eviction, and verification that the payment will actually prevent eviction.
 - ii. To alleviate homelessness, including instances of court-ordered eviction where the applicant has no other resources.
 - iii. When an A/G has lost its place of residence and has moved in with others.
 1. One month's rent may be authorized.
 2. The applicant must verify that continued occupation of the current/original residence would violate the lease or create a serious overcrowding situation.
 3. Only the income of the A/G will be used when determining eligibility for permanent housing.

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- b. Security Deposit
 - i. May be paid only when a landlord will not waive the requirement.
 - ii. The need for a security deposit must exist due to one of the situations listed above (2)(i)(1)(a)(i-iii).
 - iii. The amount is limited to one month's rent and must be verified by the landlord.

 - **Transportation Assistance- \$750.00 per calendar year**
 - i. Lack of reliable transportation has been identified as one of the most frequent barriers to self-sufficiency. Many entry level workers have difficulty reaching jobs during evening and weekend shifts when transit services are not offered. Similarly, destinations in the county—areas not served by the transit authority—are also difficult to reach. Providing new transportation options for low-income workers, especially those who are receiving or who have recently received cash benefits, increases the likelihood that those workers will get jobs and keep them.
 - ii. PRC assistance may be authorized for the purposes of providing transportation to/from places of employment.
 - iii. Such assistance may be in the form of:
 - 1. Bus passes
 - 2. Gas vouchers
 - 3. Car repairs performed through a licensed, qualified mechanic or other agency-approved vendor.
 - a. When car repair assistance is provided, all such repairs must be recommended by a licensed, qualified mechanic or other agency-approved vendor.
 - b. The PRC applicant must:
 - i. Have employment of at least thirty days or provide verification from an employer that they will be starting employment within the next week; and
 - ii. Have a car title that clearly states the customer's name; and
 - iii. Have a current, valid driver's license; and
 - iv. Have state-required minimum insurance coverage.
 - v. While assistance for car repair may not exceed the maximum sub-limit, the customer may be permitted to negotiate a co-payment with a local vendor, when the total cost of the repair exceeds the maximum sub-limit and the customer is willing to pay the difference directly to the vendor.
 - 1. The customer must pay the vendor directly
 - a. Payments to the vendor will only be made by the DCDJFS after the repair has been completed, and after the vendor verifies that the customer has paid the difference between the total cost of the repair and the maximum sub-limit.
 - vi. Regular and routine maintenance of cars (oil changes, tire rotation, etc.) may be authorized if, during the course of a non-routine car repair, a licensed, qualified mechanic or other agency-approved vendor makes the determination if that in the best interest of the longevity of the car, those services will be performed as part of the assistance.
-
- **Family Stability Services- \$1,000 per calendar year**
 - i. PRC assistance can be provided to offer an array of Family Stability Services designed to strengthen the family unit, prevent the removal of a child from his/her home, facilitate placement of children with relative caregivers who have been removed by the Department, or to make reunification possible.
 - ii. A requirement of eligibility for Family Preservation and Reunification/TANF Services is that the A/G has active involvement with the Children Services division of the Department. An adult family member, his or her designee, or a Public Children Services Agency representative applying on behalf of a child may make application. A self-declaration of income by the customer will be used to determine the income eligibility.
 - iii. Assistance may include:
 - 1. Bedding
 - 2. Furniture (child-specific) item excluding entertainment items.
 - 3. Children's clothing
 - 4. Appliances (non-entertainment)- once in a five-year period
 - a. Stove
 - b. Refrigerator
 - c. Washer
 - d. Dryer
 - iv. The Assistance Group may receive more than one item/service per event and may apply and receive assistance multiple times within a 12-month period.
-
- **Disaster Assistance- \$1,000 per calendar year**

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- i. PRC assistance to assist families who have sustained losses as a result of a declared (by the Governor or Delaware County Emergency Management) natural disaster. These include:
 1. Flood, tornado, or blizzard
 2. Chemical disaster
 3. Fire
 4. Civil Disorder

3. Indirect Services

Indirect services have no monetary value to the PRC A/G. Therefore no sub-limits apply. Any benefits and/or services issued do not count, in any way, toward the maximum issuance limits defined in this policy. The following indirect services may be offered through TANF-PRC funded contracts:

▪ **Training, Employment, and Career Advancement Services**

- i. Employability Assessments;
- ii. Transportation;
 1. Authorization to use a DCDJFS-contracted transportation service only when referred to the service by the DCDJFS for a maximum of three (3) months.
 - a. Out-of-county employment-related transportation will be provided only upon the approval of the Workforce Development Director or his/her designee and will be determined on a case-by-case basis
- iii. Job skills training and re-training;
- iv. Job retention services or post-employment follow-up services such as counseling, employee assistance, and other supportive services;
- v. Linguistic and other culturally appropriate services that assist TANF-eligible refugees obtain employment or participate in work activities;
- vi. Outreach activities to encourage employers to hire TANF recipients

▪ **Food Assistance and /Medicaid Outreach Activities**

Food Assistance along with other work supports often makes the difference in low-income workers transitioning into the workforce. Since the de-linking of Food Assistance and Medicaid from the OWF program, Delaware County may fund programs designed to improve community outreach around the Food Assistance and Medicaid programs.

▪ **Community and Economic Development**

The community planning process provides an opportunity for collaboration among stakeholders that include employers as well as economic development experts. In order to be allowable under PRC, economic development activities must meet the purposes of TANF, serve TANF-eligible families, and/or have an evident benefit to TANF-eligible families. PRC programs centered around economic development should be used to supplement existing economic development funds and programs. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Economic development activities that support the expansion and/or retention of employers;
- ii. Collecting and distributing information about job opportunities and/or prospective changes in demand for specific occupations;
- iii. Providing information for job seekers of new job prospects and employers of available personnel;
- iv. Providing job skills and remedial skill training for employees and potential employees through local community colleges;
- v. Planning and development financing for local organizations or community development corporations that employ TANF recipients

▪ **Substance Abuse and Mental Health**

Substance abuse and mental illness constitute major barriers for participants in the programs of the DCDJFS. It is estimated that approximately 70% of adults served by our agency experience one or both problems.

Accordingly, PRC assistance may be authorized to provide allowable substance abuse and mental health services to eligible DCDJFS customers and all clients of the Social Services Division. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Information and referral;
- ii. Outreach and awareness campaigns;
- iii. Education;
- iv. Early intervention;
- v. Family therapy;
- vi. Wrap-around services;
- vii. Anger management counseling

▪ **Child Development Activities**

Early Childhood is a critical period of a person's development. It is critical to developing skills, emotional attachments, and intellect necessary to be a successful adult. A significant percentage of young children in Ohio live in poor families. The development of these children may be at risk because the families lack resources and information necessary for healthy child development. Failure to address these issues may result in school failure, health problems, and future welfare dependency.

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- i. TANF- PRC funds may be used by Delaware County to provide the following:
 1. Help Me Grow Services (300% of the FPG)
 2. Developmental and behavioral screenings;
 3. Parent education including assistance with behavioral/parenting problems;
 4. Linkages to existing programs;
 5. Case management and service coordination;
 6. Family Support;
 7. Individual family service plans;
 8. Information and referral to other services;
 9. Home visits

- **Family Stability/Child Protection Services**

PRC assistance may be provided to offer an array of Family Stability Services designed to strengthen the family unit, prevent the removal of a child from his/her home, or to make possible reunification.

- i. TANF-PRC funds may be used by Delaware County to provide the following:
 1. Case management;
 2. Home-based services for families;
 3. Wraparound services;
 4. Family preservation;
 5. Family reunification services/supports;
 6. Kinship Care;
 7. Respite care;
 8. Enrichment and support programs for youth;
 9. Mediation services;
 10. Parenting services;
 11. Services to pregnant women and their partners;
 12. Mentoring services;
 13. Community Outreach.

- **Housing Services**

Activities designed to promote self-sufficiency and find permanent housing options may be provided, including case management and provisions for food and daily living necessities.

In response to the increasing number of current or prospective homeowners who request financial literacy education or counseling, TANF-PRC funds may be used by Delaware County to provide the following:

- i. Homebuyer education;
- ii. Financial fitness;
- iii. Predatory lending seminars;
- iv. Home maintenance courses;
- v. Financial counseling to prevent or respond to foreclosure;
- vi. Prevention services;
- vii. Outreach to the community

- **Prevention Programs**

PRC assistance may be provided with the goal of preventing the need for OWF cash assistance in the future. The DCDJFS provides support to a number of activities that are not associated with an application for direct services but are instead intended to address the causes of poverty with the goal of creating healthier environment in Delaware County in which our citizens can overcome the barriers that keep them from attaining self-sufficiency. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Programs designed to create and preserve affordable, quality housing and strong neighborhoods through partnerships of residents, business, and government;
- ii. Programs that use the arts to engage individuals in community life and promote student success;
- iii. Programs that address the causes of poverty and educate low-income people and social services workers;
- iv. Programs that support partnerships with employers and educators, promoting self-sufficiency by helping school-age children understand economics of life;
- v. Programs that support the Job Access program (allowable under section 3037 of the Transportation Equity Act for the 21st Century (Pub. L. 105-178).

- **Domestic Violence**

Many low-income mothers with children experience domestic violence. Domestic violence disrupts the safety and stability of the family. In addition to both the emotional and physical violence, these families' problems are compounded by all the other poverty-related issues. Research indicates that a substantial number of individuals and families known to child welfare and public assistance systems are past or current victims of domestic violence. The services provided through Delaware County using TANF-PRC funds includes, but is not limited, to:

- i. Screening and referral services;
- ii. Personal and family supports including domestic violence counseling;
- iii. Community outreach.

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▪ **Youth Education and Support Services**

Youth education and support services can help communities prevent public assistance dependency among future generations. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Early childhood education;
- ii. Teen pregnancy prevention:
 1. Family planning (including birth control);
 2. Abstinence education programs;
 3. Pregnancy planning services;
 4. Teen pregnancy prevention campaigns.
- iii. Stay-in-school programs;
- iv. After school programs;
- v. Truancy prevention;
- vi. Mentoring and counseling;
- vii. Peer support;
- viii. Youth workforce preparation and employment programs.

▪ **Family Formation**

Research studies support the belief that family formation and maintenance of two-parent families can play a crucial role in reducing many poor families' dependence on public assistance. Additionally, findings from several studies have reported that children growing up in household without two parents are at greater risk of academic, physical, emotional, and behavioral problems. TANF-PRC funds may be used Delaware County to provide the following:

- i. Parenting skills training;
- ii. Premarital and marital counseling and mediation services;
- iii. Programs that encourage the formation and maintenance of two-parent families by enlisting multiple community partner, including faith-based organizations in effort to provide pre-marital counseling and support;
- iv. Activities to promote parental access and visitation;
- v. Initiatives to promote responsible fatherhood and increase the capacity of fathers to provide emotional and financial support for their children;
- vi. Paternity Establishment Counseling;
- vii. Crisis intervention services;

▪ **Legal Education and Assistance**

PRC assistance may be authorized to provide assistance to homeowners who are delinquent on their mortgages or who have been victims of predatory lending. TANF-PRC funds may be used by Delaware County to provide the following:

- i. Legal education;
- ii. Legal analysis of loan documents;
- iii. Litigation of predatory lending claims and/or bankruptcy to avoid foreclosure

▪ **TANF Summer Youth Employment Program**

The purpose of this program, funded with a special allocation of Temporary Assistance for Needy Families funds, is to provide "wage subsidies." These dollars will enable the DCDJFS to create a program that enables low income TANF-eligible Delaware County youth to gain valuable work experience while earning a paycheck to help meet basic needs. This program will operate only when a special TANF Summer Youth Employment Program allocation is made available to Delaware County. The TANF Summer Youth Employment Program meets the first two purposes of TANF:

- i. To provide assistance to needy families so that the children may be cared for in their homes or the homes of relatives;
- ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work, and marriage.

A summer youth employment program funded through PRC shall only serve persons from a TANF-eligible family. The population that may be served is:

- i. Youth ages 16-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school);
- ii. Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- iii. Youth ages 18-24 that have a minor child and are considered needy.
- iv. Youth in the temporary or permanent custody of a Public Children Services Agency (PCSA) who are placed in a licensed foster care setting, that are between the ages of 16 to 17 years of age or 18 years of age if they are a full time student in a secondary school
- v. The youth served may be non-custodial parents as long as they are meet PRC program eligibility requirements and have a minor child.

Allowable costs under this program include:

- i. Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
 1. Payments to third parties to operate the program;
 2. Recruitment and development of employers for the program;
 3. Other ancillary services which are offered by the employer to the summer youth employment participants including:

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- i. Work-related items such as uniforms, tools, licenses, or certifications;
- ii. Case management activities related to the program; and
- iii. Job coaches and mentors.
- 4. Workers' compensation expenses;
- 5. FICA;
- 6. Direct supervision and training costs;
- 7. Work clothing if it is necessary for employment at the specific job placement; and
- 8. Transportation costs to and from the work site.
- 9.

Non-allowable costs include:

- i. The cost of health insurance for youth (however, the cost of health insurance for staff employed by a third party to operate the program is allowable);
- ii. Meals;
- iii. Laptops;
- iv. Performance bonuses or lump sum payments to participant.

▪ **School Clothes Program**

The Delaware County Department of Job and Family Services will provide school clothes for families in Delaware County. Eligible children must be:

- i. School age defined as ages 5 to 17 years,
- ii. A Delaware County residents having received Food Assistance benefits or OWF Cash Assistance for a specified time period as defined by the DCDJFS.

Notification letters with detailed instructions are mailed to each identified potentially- eligible family.

Eligible families are required to come into the Department to pick up vouchers which may be redeemed for clothing.

Approval and Certifications

The Delaware County Prevention, Retention and Contingency Plan is hereby approved by:

David S. Dombrosky, Director Date
Delaware County Department of Job & Family Services

(Copies of forms and Appendix A and B available in the Commissioners' Office and Department of Job and Family services until no longer of Administrative value)

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**36
RESOLUTION NO. 15-1112**

A RESOLUTION GRANTING APPROVAL OF THE ISSUANCE BY THE DELAWARE COUNTY FINANCE AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE REFUNDING BONDS, SERIES 2015 (ST. URSULA ACADEMY PROJECT), THE PROCEEDS OF WHICH WILL BE USED TO REFINANCE FACILITIES OWNED AND OPERATED BY ST. URSULA ACADEMY OF CINCINNATI, INC.

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

WHEREAS, the Delaware County Finance Authority (the "Issuer"), as an Ohio port authority and political subdivision, as provided for in Chapter 4582 of the Ohio Revised Code (the "Act") is empowered to provide for the financing and/or refinancing of the acquisition, construction, equipping, improving, and renovation of "port authority facilities," as defined in the Act, and to issue its revenue refunding bonds to provide for the financing and/or refinancing of port authority facilities;

WHEREAS, the Issuer intends to issue its Economic Development Revenue Refunding Bonds, Series 2015 (St. Ursula Academy Project) (the "Bonds") to assist St. Ursula Academy of Cincinnati, Inc. (the "Borrower"), an Ohio nonprofit corporation and an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") in financing and/or refinancing the acquisition, construction, equipping, improving, and renovation of facilities located in Hamilton County, Ohio, more specifically, a gymnasium and convocation center, parking lot, and other facilities which are located at 1339 East McMillan Street, Cincinnati, Ohio 45206 (the "Project"), constituting "port authority facilities" (as defined in the Act);

WHEREAS, the proceeds of the Bonds will be made available by the Issuer to the Borrower and used by the Borrower to:

- (a) refund the County of Hamilton, Ohio Economic Development Revenue Refunding Bonds, Series 2010 (St. Ursula Academy Project), issued in the original aggregate principal amount of \$3,092,600, and dated

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May 26, 2010, the proceeds of which were used to refund the County of Hamilton, Ohio Variable Rate Demand Economic Development Revenue Bonds, Series 2002 (St. Ursula Academy Project), dated June 26, 2002, originally issued in the aggregate principal amount of \$4,160,000, the proceeds of which bonds were used to provide for the acquisition, construction, equipping, improvement, and renovation of the Project; and

(b) pay certain costs in connection with the issuance of the Bonds.

WHEREAS, because members of the Board of Directors of the Issuer are not elected officials, Section 147(f) of the Code and accompanying Treas. Reg. Section 5f.103-2 require both “issuer approval” and “host approval” from the appropriate applicable elected representatives;

WHEREAS, in this case, because the Issuer is located in Delaware County, Ohio, the Board of County Commissioners of Delaware County, Ohio, is an appropriate applicable elected representative for purposes of providing the requisite “issuer approval” under Section 147(f) of the Code and accompanying Treas. Reg. Section 5f.103-2;

WHEREAS, on July 23, 2015 a notice of public hearing was published in *The Delaware Gazette*, setting forth a general, functional description of the type and use of the facilities to be refinanced, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things;

WHEREAS, a public hearing was conducted in Delaware County, Ohio on August 11, 2015 regarding the issuance by the Issuer of the Bonds and the refinancing of the Project;

WHEREAS, this Board of County Commissioners of the County of Delaware, Ohio desires to assist in facilitating the issuance of the Bonds by providing “issuer approval” (as provided for in the Code and the accompanying Treasury Regulations); and

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio is expected to provide the requisite “host approval,” as the applicable elected representatives of Hamilton County, Ohio, which is the jurisdiction in which the Project is located;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners (the “Board”) of the County of Delaware, Ohio:

SECTION 1. This Board, as an applicable elected representative for purposes of Section 147(f) of the Code and accompanying Treas. Reg. Section 5f.103-2, hereby approves the issuance of the Bonds by the Issuer for sole purpose of providing “issuer approval” in accordance with said provisions.

SECTION 2. That the appropriate officers of the County of Delaware, Ohio, be and they hereby are authorized to execute and deliver on behalf of the County of Delaware, Ohio such other certificates, documents, and instruments that may be necessary to effectuate the issuance of the Bonds.

SECTION 3. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That all resolutions and ordinances or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

SECTION 5. That this resolution shall be effective from and after its adoption.

SECTION 6. The Bonds shall not be a debt, obligation or liability of the County of Delaware, Ohio and are special, limited obligations of the Issuer payable solely from proceeds of the Bonds or funds made available by the Borrower.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

37

RESOLUTION NO. 15-1113

IN THE MATTER OF DECLARING AN EMERGENCY FOR THE STRUCTURAL INTEGRITY OF THE DELAWARE COUNTY TRANSFER STATION TIPPING FLOOR AND AUTHORIZING TUTTLE CONSTRUCTION, INC. TO PROCEED WITH THE PROPOSED TIPPING FLOOR REPAIRS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns and operates the Delaware County Solid Waste Transfer Station; and

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WHEREAS, the tipping floor at the transfer station is in a state of deterioration and was planned to be replaced this fall; and

WHEREAS, the severe wet weather this year has caused the tipping floor to fail at an accelerated rate so a physical disaster of the structural integrity of the tipping floor now exists; and

WHEREAS, the tipping floor is causing a safety hazard to the visiting public, County employees and the County contractors operating the facility, as well as to the environment; and

WHEREAS, the solid waste transfer station is depended on by citizens of the County for everyday use in disposing of solid waste; and

WHEREAS, failure of the tipping floor would create an unnecessary burden on the citizens of the County, and potentially the surrounding environment; and

WHEREAS, the County deems it necessary to take emergency action for the protection of the public facility and health of its citizens; and

WHEREAS, the costs of the emergency repairs are estimated to be Two Hundred Sixty Thousand Six Hundred dollars (\$260,600.00); and

WHEREAS, the Division of Environmental Services recommends the immediate repair of the tipping floor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby finds and determines that the damage to the tipping floor constitutes a real and present emergency due to the physical disaster to the county-owned transfer station tipping floor and requires emergency repairs in order to restore the structural integrity of the facility, protect the health and safety of county employees and contractors, and ensure the uninterrupted disposal of solid waste for residents of Delaware County.

Section 2. The emergency repairs are hereby exempt from the competitive bidding process, pursuant to section 307.86(A)(2) of the Revised Code, because the emergency repairs are needed due to a physical disaster to the tipping floor.

Section 3. The Board hereby approves the following contract with Tuttle Construction, Inc. for the tipping floor repairs.

Section 4. This resolution shall take effect immediately upon adoption.

**TIP FLOOR REPAIRS TO THE
DELAWARE COUNTY SOLID WASTE TRANSFER STATION AGREEMENT
BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND "CONTRACTOR"**

This AGREEMENT is by and between DELAWARE COUNTY BOARD OF COMMISSIONERS

(Owner) and TUTTLE CONSTRUCTION INC.

(Contractor).

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

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Tip floor repairs to the Delaware County Solid Waste Transfer Station located at 888 US 42 North, Delaware, Ohio 43015. Repairs generally include excavation and replacement of noted tip floor area. Items to be repaired include, but are not limited to, concrete pavement, sub-base, sub-grade, underground drainage, excavation and disposal of contaminated soil, and support of existing concrete, foundations, walls and sub grade adjacent to work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Repairs generally include excavation and replacement of noted tip floor area. Items to be repaired include, but are not limited to, concrete pavement, sub-base, sub-grade, underground drainage, excavation and disposal of contaminated soil, and support of existing concrete, foundations, walls

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and sub grade adjacent to work.

ARTICLE 3 - ENGINEER

3.01 The Project has been specified by BBC&M Engineering, Inc., who is to have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 14 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$3,500 for each morning that entirety of slab other than that area currently being worked is not available to the facility operator.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work, at the prices stated in Contractor's Bid (Proposal dated July 31st, 2015), attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions, or as amended by the Supplementary Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of recommendations of the Owners Representative during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed):

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owners Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owners Representative, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Owners Representative, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Owners Representative shall determine in

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accordance with Paragraph 14.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one percent (3.25%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice of Award (page CF-53, inclusive).

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- b. Notice to Proceed (page CF-54, inclusive).
 - c. Work Change Directive(s) (page CF-58, inclusive).
 - d. Change Order(s) (page CF-56, inclusive).
 - e. Field Order(s) (page CF-55, inclusive).
 - f. Certificate of Substantial Completion (page CF-59, inclusive).
 - g. Contractor's Application for Payment (page CF-60 to CF-63, inclusive).
2. Addenda (numbers ___ to ___, inclusive).
 3. This Agreement (pages CF-1 to CF-7, inclusive).
 4. Supplementary Conditions (pages CF-50 to CF-52, inclusive).
 5. General Conditions (pages CF-10 to CF-49, inclusive).
 6. Drawings as listed in the table of contents of the Project Manual.
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Proposal dated July 31st, 2015) (pages ___ to ___, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
 9. Legal and Fiscal Officers (page CF-8, inclusive)
 10. Contract bond (pages BF-11 to BF-12, inclusive).
 11. Certificate of Insurance (page CF-9, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.
- D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.
- E. There are no Contract Documents other than those listed above in this Article 9.
- F. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

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discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

10.06 Campaign Finance – Compliance with O.R.C. § 3517.13

A. 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.

10.07 Not Used

10.08 Use of Facility during Construction

A. Contractor understands that the solid waste transfer station must continue to operate during normal posted hours of operation throughout the duration of this Contract. Operations shall continue on the lower half of the property, and Contractor must provide customers adequate room to get to and from tipping operations area.

10.09 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

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

This Agreement will be effective on September 14, 2015 (which is the Effective Date of the Agreement).

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 15-1114

IN THE MATTER OF APPROVING THE APPLICATIONS FOR DESIGNATION OF CHARITABLE AGENCIES UNDER THE DELAWARE COUNTY CHARITABLE AGENCIES SUPPORT POLICY:

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

WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the "Policy") via Resolution No. 13-424; and

WHEREAS, the Charitable Agency Committee met and reviewed the applications submitted for designation in 2016-2017 and provided a written recommendation to designate United Way of Delaware County and Delaware Community Market as Charitable Agencies under the Policy, both agencies having met all the eligibility requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves designating United Way of Delaware County and Delaware Community Market as Charitable Agencies for the 2016 and 2017 calendar years and hereby authorizes a payroll deduction plan in support of said agencies, all in accordance with the Policy.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Recused

39

RESOLUTION NO. 15-1115

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of 911 Communications recommends hiring Matthew Cole as a Tour Commander with the 911 Department; effective date September 21, 2015;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve hiring Matthew Cole as a Tour Commander with the 911 Department; effective date September 21, 2015.

The Director of Job and Family Services recommends hiring Rita Takenaga as a Social Services Worker III with the Department of Job and Family Service; effective date September 21, 2015;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve hiring Rita Takenaga as a Social Services Worker III with the Department of Job and Family Service; effective date September 21, 2015.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

Discussion with Auditor Kaitsa about supplemental appropriations

41

ADMINISTRATOR REPORTS

-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the orientation for MORPC last Thursday

Commissioner Benton

-Also attended the orientation for MORPC last Thursday

-Read the proclamation for the All Horse Parade yesterday before the start of the parade. Very well attended event and the weather was beautiful.

Commissioner Merrell

-Attended the MORPC meeting last week. MORPC voted to provide \$1.5 million to fill the funding gap for the Gemini Parkway extension.

-Attended the VIP event for the Budweiser Clydesdale horses on Saturday.

43

RESOLUTION NO. 15-1116

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 2015

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:38AM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1117

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 12:45PM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

Recess/Reconvene at 1:35 PM

44

RESOLUTION NO. 15-1118

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 1:35PM.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 15-1119

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 3:52PM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton