

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 27, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Mr. Matt Montague spoke to the commissioners representing the organization that is opposed to the Sawmill Parkway extension.
Refer to the CD of the Official Minutes for complete comments.

RESOLUTION NO. 05-861

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 23, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held June 23, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-862

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0624:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0624, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Morrow Brothers Ford Inc.	Liability Insurance Claim	60111901-5370	\$ 11,483.00
Donald Worly Attorney	Public Defender	10011202-5301	\$ 10,000.00
Increases			
Harris & Mazza	Public Defender	10011202-5301	\$ 10,000.00
Noah’s Ark	Day Care	22411610-5348	\$ 20,000.00
Vouchers			
Hollowcore	Precast Concrete-Jail	40411414-5410	\$ 82,763.00
3SG	Imaging Project	40411413-5450	\$ 18,521.71
Results Engineering, LLC	Clerk of Courts Imaging	40111402-5450	\$ 16,962.40
AEP	Service	10011105-533833802	\$ 13,404.66
CCAO SC	Gas/Utility April/May	10011105-533833810	\$ 8,878.81
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 39,268.78

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -863

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

The EMS Department is requesting that John Tracy, Kathy Coy, Sharon Creamer and Elissa Sessley attend an Emergitech Users Conference in Newark, Ohio August 30-31, 2005, at the cost of \$500.00.

The Environmental Services Department is requesting that Todd Hankins attend an ARC GIS 9.1 Training in Columbus, Ohio July 13, 2005, at no cost.

The Court of Common Pleas is requesting that Mark Taglione attend a Managing Sex Offenders’ Computer Use Training in Golden, Colorado September 7-10, 2005, at the cost of \$1,182.50.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-864

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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It was moved by Mr. Evans, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Pamela Pruett	1 Class	Tuition	\$370.00	Books	\$100.00
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Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-865

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR “WOODS AT BLACKHAWK
WIDENING IMPROVEMENTS”:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following agreement:

“Woods At Blackhawk Widening Improvements”

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **TRINITY HOME BUILDERS,** hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**WOODS AT BLACKHAWK WIDENING IMPROVEMENTS**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FORTY-EIGHT THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
4. The **SUBDIVIDER** shall deposit **THREE THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **OCTOBER 31, 2005**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-866

IN THE MATTER OF APPROVING A CORRECTION TO A ROAD NUMBER IN THE ESTATES OF GLEN
OAK SECTION 2:

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It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

It has come to The Engineering Staff’s attention that duplicate road numbers have been assigned for Trace Drive in North Orange Section 2, Phase 3, Parts A&B and Tulip Way in the Estates of Glen Oak Section 2. Both roads have been assigned the road number 1431. Therefore, The Engineer request that your Board amend your journals to show the acceptance of Trace Drive in North Orange Section 2, Phase 3, Parts A&B to **Township Road Number 1438** and that the Orange Township Trustees be notified of your action.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-867

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR NORTH ORANGE SECTION 2, PHASE 3, PARTS A&B:

It was moved by Mr. Ward, seconded by Mr. Evans to establish stop conditions for the following:

Stop Conditions – North Orange Section 2, Phase 3, Parts A&B

- On Township Road Number 1383, Coachman Drive, at its intersection with Township Road Number 1438, Trace Drive
- On Township Road Number 1438, Trace Drive, at its south intersection with Township Road Number 1382, Wayside Avenue
- On northbound Township Road Number 1438, Trace Drive, at its south intersection with Township Road Number 1382, Wayside Avenue
- On southbound Township Road number 1438, Trace Drive, at its north intersection with Township Road Number 1382, Wayside Avenue

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -868

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF WALNUT GROVE ESTATES, INC. FOR CONSTRUCTION OF WALNUT GROVE ESTATES SECTION 1:

It was moved by Mr. Evans, seconded by Mr. Ward to approve taking action against the bond of Walnut Grove Estates, Inc:

Walnut Grove Estates Section 1

In December, 2003, your Board entered into an agreement with Walnut Grove Estates, Inc., the developer for the above referenced project. In October, 2004, a construction punchlist was sent to the developer outlining items that needed to be completed to place the project on the required one-year maintenance period. Since that time, The Engineer has sent a letter via certified mail advising that the work still was not complete and requested that this work be finalized by June 4, 2005. As of this date, they have failed to complete items necessary for that transition. Therefore, The Engineer request approval to take action against the construction surety as they have failed to perform the required work.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -869

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

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U05110	American Electric Power	Clear Run Road	Replace pole, install span of primary
U05115	Consolidated Electric	Wilson Road	Set new pole

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-870

IN THE MATTER OF APPROVING A CONTRACT WITH URS FOR THE PROJECT KNOW I-71 AND BIG WALNUT ROAD INTERSECTION JUSTIFICATION STUDY (IJS):

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

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CONTRACT

AGREEMENT, made and entered into this 27th day of June, 2005 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **URS**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount not to exceed **\$328,883.00**, (Three hundred twenty eight, eight hundred eighty three dollars and zero cents), based on a Proposal for Engineering Services dated May 6, 2005, and cost proposal of the same date, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design, planning and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know **I-71 and BIG WALNUT ROAD INTERSECTION JUSTIFICATION STUDY (IJS)**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-871

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TAILORED MANAGEMENT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following agreement.

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, **ADepartment@**), the Delaware County Board of Commissioners (hereafter **ACounty:**), and Tailored Management (hereafter **ATailored Management@**).

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and Tailored Management is willing to provide services or, contract out for services, and Tailored Management is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

- A. Tailored Management will provide services for WIA/TANF-eligible participants. Services will include:

Tailored Management will provide coordinator services for the resource center.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services as a partner.
- B. Expenditures for coordinator services shall not exceed \$45,593.60.
- C. The time period for this contract is from July 1, 2005 through June 30, 2006.
- D. Tailored Management shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. Tailored Management understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such

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- changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. Tailored Management agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.
 - I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
 - J. Tailored Management agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
 - K. Tailored Management agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.
 - L. The Department and Tailored Management agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Tailored Management will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
 - M. This Agreement may be terminated by Tailored Management or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, Tailored Management must notify the Department immediately.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Tailored Management 22311611 5348 \$22,796.80

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-872

**IN THE MATTER OF APPROVING A RESOLUTION DECLARING THE INTENT TO REMAIN IN
WORKFORCE INVESTMENT AREA 7, TO RATIFY THE REVISED INTERGOVERNMENTAL
AGREEMENT:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Whereas, Congress passed the Workforce Investment Act of 1998 that provides for local workforce investment systems to improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation; and

Whereas, the Workforce Investment Act calls for the creation of workforce investment areas and grants local governments with certain responsibilities, including the execution of an agreement that specifies the respective roles of individual chief elected officials in a local area that includes more that one (1) unit of general local government; and

Whereas, the unit of general local government comprising Workforce Investment Area 7 have revised the Intergovernmental Agreement which identifies a framework within which county commissioners can work with local business interests to design and operate a workforce development systems based on local priorities and responsive to local needs; and

Now therefore be it resolved, by the Board of Commissioners of Delaware County, a majority of all elected members concurring, that remaining in Workforce Investment Area 7 is in the best interest of meeting the objectives for workforce development identified in the Workforce Investment Act; and be it Further

Resolved, that the Delaware Board of County Commissioners herby agree to the terms and conditions of the revised Intergovernmental Agreement adopted to implement the Workforce Investment Act.

**Area 7 consortium of Chief Elected Officials
Intergovernmental Agreement**

**TO REMAIN IN THE AREA 7 WORKFORCE INVESTMENT BOARD AND TO REFLECT A CHANGE IN
QUORUM**

Purpose of the Consortium

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This agreement, entered into by and between the participating counties in Ohio, referred to from this point as the Parties, do hereby agree to form a consortium under the Workforce Investment Act, hereafter referred to as WIA. This agreement supersedes all previous agreements between the parties and becomes effective upon adoption by resolution of the participating counties, and shall remain in effect until amended or dissolved.

The Parties mutually agree to the following:

1. This consortium is established expressly for the purpose of planning and implementing workforce development programs under the provisions of the WIA, and shall be named Ohio Workforce Investment Area 7.
2. The units of government which are Parties to this agreement are counties in Ohio.
3. The Parties certify to the Governor of the State of Ohio that the Workforce Development Plan and any modifications will be submitted to the Governor, shall be signed as required, by the Chairperson of the Consortium Board, who shall be a Chief Elected Official of one of the Parties signatory to this agreement.
4. To the extent consistent with state or local law, the Parties to this agreement certify that each Party signatory to this agreement accepts final responsibility for the operation of the program, i.e., each member of this Consortium, rather than any administrative unit, has ultimate responsibility for the operation and success of the program.

Powers, Duties and Responsibilities of the Consortium

The Parties to this Agreement shall fulfill the following functions and responsibilities:

1. Maintain ultimate fiscal responsibility for the WIA program in the Area
2. Jointly develop and adopt, with the Area 7 Workforce Investment Board, a workforce development plan and youth plan to meet the requirements of the WIA
3. Jointly develop and approve with the Area 7 Workforce Investment Board a one-stop delivery system, policy guidelines and area-wide procedures pursuant to the WIA
4. Develop the decision-making process for the Consortium (detailed below)
5. Provide for coordination of workforce development activities in the member counties
6. Establish and appoint a Workforce Investment Board pursuant to WIA
7. To approve, disapprove or amend, subject to Area 7 Workforce Investment Board concurrence, the workforce development plans developed by the Area 7 Workforce Investment Board and county workforce policy boards.
8. To request from the Area 7 WIB and the fiscal agent regular reports concerning the status, both financial and operational, of all ongoing workforce development programs in order to evaluate the programs and make informed decisions as to the budget
9. The following powers are reserved by the Consortium Board upon approval by a majority vote:
 - a. Designation of a fiscal agent for the Area 7 Workforce Investment Area
 - b. Hiring or contracting for Consortium Board staff
 - c. Structural changes basic to the framework and operation of Area 7
 - d. Decisions regarding submission of a WIA plan or Youth Plan
 - e. Addition of new members to the Consortium Board
 - f. Changes in the memorandum of understanding with the Area 7 WIB
 - g. Changes in the basic provisions of sub-grant agreements
10. The following powers shall be delegated to the Chairperson of the Consortium Board:
 - a. Conduct the day-to-day business of the consortium, including the ability to sign, execute, and do all things incident and necessary to properly submit workforce development plans and any necessary modifications thereto, to the Governor of the State of Ohio.
 - b. Signing of plans, sub-grant agreements, memoranda of understanding, contracts and other documents necessary to carry out routine business
 - c. Approval of local designations of service providers, and one-stop operators

Membership of the Consortium Board

The Board shall consist of popularly-elected officials of the units of government signatory to this agreement, with each county designating one elected official that is vested with final decision-making authority for the member county. Membership on the Consortium Board shall be ongoing unless modified or terminated by mutual agreement.

If a Board Member is unable to complete his or her term, said jurisdiction shall notify the Consortium Board of the proposed change in representation in writing at least ten (10) days prior to the meeting that such change is to become effective, when practical and possible.

Termination of Membership

Membership in the Consortium Board shall terminate upon any of the following conditions:

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1. A written letter of resignation is submitted to the Board Chairperson
2. A member county fails to pay the required administrative contribution to support Area 7
3. A member county fails to correct deficiencies which cause a detrimental impact on the consortium

Meetings of the Consortium Board

Regular Meetings - The Consortium Board shall hold at least two (2) regularly-scheduled public meetings each calendar year.

Special Meetings — Special meetings may be called by the Chairperson or upon written request signed by at least 20% of the members. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof, and shall be distributed to members not less than ten (10) calendar days before such meeting. No business, except as stated in the notice, shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the members present.

Meeting Location — Location of meetings shall be chosen at the discretion of the Chairperson, upon consideration of cost effectiveness and centrally located convenience for the Board Members.

Quorum — A quorum for all meetings shall be one-third of the total number of counties comprising Area 7.

Voting - Voting shall be accomplished by a vote of representatives of member counties in attendance on any question or issue before the Board. The majority of votes cast shall determine any question brought up before such meeting of the membership.

Proxies — In the event the designated representative of a member county is unable to attend a meeting of the Consortium Board, an alternate may be selected to appear in person and vote on behalf of the member county. Only one of the other two commissioners from the member county can be selected as the alternate.

Public Notice — Notice of all meetings shall comply with Ohio Revised Code Section 121.22 (Ohio Sunshine Law).

Consortium Board Chairperson

Selection of Chairperson — A Chairperson shall be elected by majority vote of the Consortium Board members and must be one of the Parties signatory to this agreement.

Term of Chairperson — The first Chairperson selected will have a term commencing upon this agreement becoming effective through December 31 of the following year. Subsequently, the Chairperson shall serve a one-year term beginning January 1 through December 31. If the Chairperson resigns in-term, a special election may be held to fill the vacancy.

Consortium Board Vice-Chairperson

A vice-chairperson shall be elected for a one-year term to coincide with the election of the Chairperson and shall serve as Chairperson in the absence of the Chairperson.

Nomination and Appointment Process for Area 7 WIB

Each member county may submit nominations for vacancies on the Area 7 Workforce Investment Board in compliance with the Workforce Investment Act. A Nominating Committee shall then be created to select Area 7 Workforce Investment Board members from among the names received. The Nominating Committee shall consist of the Chairperson, the Vice-chairperson and five (5) members selected by the Chairperson.

Audit exceptions, sanctions and incentives

Audit exceptions and sanctions will be passed onto the causal sub-area, to the extent individual causation is documented. Otherwise, they will be distributed to all sub-areas based upon each sub-area's percentage share of the total WIA annual allocation for Area 7.

Any incentives will be retained at the Area 7 level for distribution to sub-areas by agreement of the Area 7 WIB and the Consortium.

Dispute Resolution

Disputes among the members of the Consortium will be resolved as follows:

1. Any chief elected official of a sub-area may submit a disputed issue to the Consortium Board in writing
2. Upon reviewing the available information, the Consortium will attempt to resolve the issue and provide a determination in writing

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3. If a sub-area is not satisfied with the determination, the matter will be referred to the Ohio Commission on Dispute Resolution

Staff

Staff support may be provided as needed to the Consortium by contract or other means and funded by assessment of all members as agreed by a vote of the Consortium if necessary. Staff will keep a record of members and meetings and shall make the meeting minutes available at its next meeting. (CCAO has offered to provide staff support at no cost)

Fiscal Agent

A fiscal agent for Area 7 shall be selected pursuant to the V/IA by a vote of the Consortium and compensated by an assessment of the members of the Consortium as agreed by a vote of the consortium.

Performance Standards

Performance standards will be established area-wide and applied area-wide by agreement of the WIB and the Consortium.

Relationship between the Consortium and the Area 7 WIB

The relationship between the Consortium and the Area 7 WIB shall be established and governed by a jointly developed and approved memorandum of understanding.

Order of Business — All matters of order of business or parliamentary procedure shall be handled according to Robert’s Rules of Order.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-873

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Paul Sandstom with the OECC Department has obtained his Class 4 Certification; pay change effective June 20, 2005.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-874

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR HARBOR POINT SECTION 5; KILLDEER MEADOWS SECTION 1 AND OLDE STATE FARMS SECTION 2:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Harbor Point Section 5	975 feet of 8inch sewer	4 manholes
Killdeer Meadows Section 1	546 feet of 8 inch sewer 503 feet of 10 inch sewer 2,313 feet of 12 inch sewer	15 manholes
Olde State Farms Section 2	0 inch sewer	0 manholes

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-875

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR MANORS AT WILLOW BEND AND WEDGEWOOD PARK SECTION 2 PHASE D:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Manors At Willow Bend And Wedgewood Park Section 2 Phase D for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

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RESOLUTION NO. 05-876

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:05AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-877

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 10:17AM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners