

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

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

RESOLUTION NO. 07-721

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 14, 2007 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 14, 2007 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. 07-722

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0615:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0615 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
The Gale Group Inc.	Vinegar Syndrome Film duplication	60111901-5301	\$ 15,000.00
Delaware Area Career	Workshops	22311611-5348	\$ 8,008.05
Delaware Area Career	Workshops	22411603-5348	\$ 8,008.05
Eastman Kodak Corp.	Service Agreement for Archive Writer	10011103-5325	\$ 5,445.00
Increase			
Pomegranate Health	Residential Treatment	22511608-5342	\$ 26,000.00
Ohio DJFS	Unemployment	10011108-5370	\$ 8,000.00
Decreases			
Pomegranate Health	Residential Treatment	22511607-5342	\$ 26,000.00
Vouchers			
Quandel	Construction Management/CFOA	43111424-5410	\$ 28,400.00
Trident	Security	10011102-5360	\$ 5,766.13
Fox Mechanical	Plumbing/CFOA	43111424-5410	\$ 38,411.90
Great Lakes Hotel	Food Equipment/CFOA	43111424-5410	\$ 39,823.20
Limbach Company	HVAC/CFOA	43111424-5410	\$ 43,160.34
Central Fire	Fire Protection/CFOA	43111424-5410	\$ 82,855.20
Treasurer	Central Fire CFOA/Retainage	43111424-5410	\$ 7,204.80
Treasurer	Limbach CFOA Retainage	43111424-5410	\$ 4,179.16
Treasurer	CORNA CFOA Retainage	43111424-5410	\$ 76.00
Treasurer	Great Lakes CFOA Retainage	43111424-5410	\$ 4,424.80
Treasurer	Fox CFOA Retainage	43111424-5410	\$ 3,340.17
Pomegranate Health	Residential Treatment	22511607-5342	\$ 9,450.00

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

RESOLUTION NO. 07 -723

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Rob Farmer attend an Incident Command System Train the Trainer Course at the Ohio EPA in Columbus, Ohio July 24-26, 2007, at no cost.

The Court Common Pleas (Adult Court Services) is requesting that Melinda Bettac attend a Probation Safety Workshop in Philadelphia, Pennsylvania July 7-11, 2007 at the cost of \$1,365.00.

The Department of Job and Family Services is requesting that Angela Thomas attend a House Bill 187 Seminar in Columbus, Ohio June 18, 2007, at the cost of \$107.00.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

Juvenile Court is requesting that Ken Spicer attend a Judges Association Meeting in Vancouver British Columbia September 25-30, 2007, at the cost of \$3,513.60.

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

RESOLUTION NO. 07-724

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM GILLIGAN OIL CO. DBA MAXTOWN EXXON TO GILLIGAN OIL CO. LLC DBA EXXON ON THE RUN AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Gilligan Oil Co. LLC DBA Exxon On The Run has requested a transfer of the C1 permit from Gilligan Oil Co. DBA Maxtown Exxon both located at 7447 SR3 Genoa Township Westerville, Ohio 43081, and

Whereas, the Genoa Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

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

RESOLUTION NO. 07-725

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Treasurer’s Report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 07-726

IN THE MATTER OF AMENDING CHILD PLACEMENT CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS; STARR COMMONWEALTH AND CORNELL ABRAXAX GROUP:

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

Starr Commonwealth

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective May 29, 2007, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Starr Commonwealth, entered into on the 13th day of December, 2006.

- I. Article IV. Reimbursement for Placement and Related Services: Changes the amount reimbursable under the contract from \$40,000.00 to \$85,000.00.

Cornell Abraxas Group Inc

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

This Amendment, effective May 17, 2007, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Cornell Abraxas Group Inc, entered into on the 1st day of July, 2006.

- II. Article IV. Reimbursement for Placement and Related Services: Changes the amount reimbursable under the contract from \$25,000.00 to \$32,472.00.

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

RESOLUTION NO. 07-727

IN THE MATTER OF AMENDING CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

Heather Husted

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Heather Husted entered into on the 2nd day of February, 2007.

Article 4. Cost and Delivery of Purchased Services:

- (1) Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

Christina Tucker

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christina Weymouth entered into on the 1st day of January, 2007. Change name from Christina Weymouth to Christina Tucker.

Article 4. Cost and Delivery of Purchased Services:

- (1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

Yvette Bradley

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Yvette Bradley entered into on the 1st day of January, 2007.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 147.34	\$ 108.33	\$ 5.17
	Toddler	\$ 143.00	\$ 110.72	\$ 4.88
	Preschool	\$ 132.58	\$ 112.42	\$ 5.77
	Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
	Schoolage Summer	\$ 130.73	\$ 94.89	\$ 6.08
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Adventure Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective May 22, 2007 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Adventure Academy entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(2)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 170.00	\$ 157.15	\$ 8.76
	Toddler	\$ 155.00	\$ 132.80	\$ 8.15
	Preschool	\$ 140.00	\$ 102.58	\$ 5.84
	Before & After	\$ 80.00	\$ 78.32	\$ 5.47
	Before or After	\$ 40.00	\$ 40.00	\$ 5.47
	Schoolage Summer	\$ 120.00	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			
	Registration per year: \$ 25.00			

Arleen Sunkle

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Arleen Sunkle entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

<u>Basic Rates:</u>				
		Full Time	Part Time	Hourly
	Infant	\$ 130.00	\$ 85.00	\$ 5.00
	Toddler	\$ 125.00	\$ 80.00	\$ 4.50
	Pre-School	\$ 120.00	\$ 75.00	\$ 4.00
	Schoolage	\$ 105.00	\$ 70.00	\$ 3.25

Smokey Row Children's Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Smokey Row Children's Center entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

<u>Basic Rates:</u>				
		Full Time	Part Time	Hourly

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

Infant	\$ 213.90	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
After School	\$ 71.00	\$ 71.00	\$ 5.47

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

Jelly Bean Junction-Snouffer Road

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective May 7, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and **Jelly Bean Junction-Snouffer** entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:
Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 213.90	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
Before & After	\$ 100.00	\$ 78.32	\$ 5.47
Before or After	\$ 85.00	\$ 78.32	\$ 5.47
Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

Children First Child Care Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and **Children First Child Care Center** entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:
Basic Rates

	Full Time	Part Time	Hourly
Infant	\$ 213.90	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Pre-School	\$ 159.44	\$ 102.58	\$ 5.84

Kimberly Miller

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly Miller entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:
Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

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

RESOLUTION NO. 07-728

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

David Deitch is resigning his position as a Social Service Worker III with the Department of Job and Family Services; effective day June 5, 2007.

Keith Matlack is resigning his position with the Department of Job and Family Services; effective day June 29, 2007.

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

RESOLUTION NO. 07-729

IN THE MATTER OF SUBMITTING THE GUARANTY OF COMPLETION FOR AMERICAN SHOWA, INC. EXPANSION PROJECT TO THE OHIO DEPARTMENT OF DEVELOPMENT:

It was moved by Mr. Jordan, seconded by Mr. Ward to submit the following Guaranty of Completion:

WHEREAS, this guaranty of completion is executed and delivered by American Showa, Inc. (the “Guarantor”), an Ohio corporation, located at 707 W. Cherry Street, Sunbury, Ohio 43074 (the “Project Site”) for the benefit of Delaware County, an Ohio political subdivision, located at 101 N. Sandusky Street, Delaware, Ohio 43015 in undertaking the American Showa, Inc. Expansion to construct a state-of-the-art motorcycle plant to support business (“the Project”). As part of the Project, American Showa Inc. will invest in a 45,618 sq-ft. addition that will include investing \$6 million in real property investments and over \$18 million in M&E to an existing facility in the Industrial Park. In addition, American Showa, Inc. will also create 48 new jobs, 26 of which will be low-to-moderate income, at the Project Site; and

WHEREAS, Delaware County has applied for and received federal Community Development Block Grant (CDBG) Funds from the Ohio Department of Development, Office of Housing and Community Partnerships (“ODOD”), and the funds or proceeds derived from such funds have been approved by Delaware County to undertake infrastructure improvements (estimated at \$1,175,000.00) associated with the Project, including traffic signalization, additional turn lanes, pavement width expansion, and access improvement, at the intersection of Kintner Parkway and US-36/SR-37; and

WHEREAS, Delaware County has executed a CDBG Economic Development Program Grant Agreement (the “Grant Agreement”) with the Director of ODOD for the Project dated April 10, 2006; or submitted to and received the approval of ODOD pursuant to the Revolving Loan Fund Program Guidelines (the “Guidelines”) adopted by Delaware County for the use of said CDBG funds; and

WHEREAS, the ODOD has relied on the affirmations set forth by the Guarantor in the CDBG Economic Development Program Application, which is not attached hereto, but incorporated herein by reference to undertake and complete the Project; and

WHEREAS, the both the Guarantor and Delaware County shall be bound by the timeframe for performance specified in Grant Agreement B-E-05-020-2 for the Project as described above. The timetable shall be as follows:

Commence on or before: April 16, 2007

Completion of private investment and public infrastructure not later than: October 31, 2007

Completion of job creation/retention not later than: December 31, 2008

WHEREAS, it is a condition precedent to ODOD providing the various funds referenced in the Grant Agreement that Guarantor execute and deliver this Guaranty of Completion to Delaware County; and

NOW THEREFORE, as an inducement to, and in consideration of, the grant of funds by ODOD to Delaware County pursuant to the Grant Agreement, and for other valuable consideration, the receipt of which is hereby acknowledged, Delaware County and Guarantor hereby covenant, warrant, represent and agree with ODOD as follows:

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007**

Section 1.1. Words and terms with initial capital letters used in this Guaranty of Completion (including the preamble and recitals hereto) and not otherwise defined shall have the same meaning assigned to such terms as in the Grant Agreement.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

Section 2.1. The Guarantor hereby represents and warrants as follows:

- a) There are no actions, suits or proceedings pending or threatened against or affecting the Guarantor, which, if adversely determined, would individually or in the aggregate materially impair the ability of the Guarantor to perform any of the Guarantor's obligations under this Guaranty or adversely affect the financial condition of the Guarantor.
- b) Guarantor is not in default in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness and no event of default has occurred which by notice, the passage of time or otherwise would constitute any such event of default.
- c) Guarantor has not made any contract or arrangement of any kind which has given rise to or the performance of which by the other party thereto would give rise to a lien or claim of lien on the Project.
- d) The financial statements of the Guarantor heretofore delivered to Delaware County are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied, and fairly present the financial condition of the Guarantor as of the dates thereof. No materially adverse change has occurred in the financial condition of the Guarantor reflected therein since the respective dates thereof.
- e) Guarantor shall benefit from the installation of the infrastructure activities associated with the Project.
- f) Guarantor shall cause the Project to be completed in accordance with the Grant Agreement.
- g) Guarantor certifies that the Project will not result in the relocation of a plant, facility or operation from one Labor Market Area to another, as defined by the Ohio Department of Development's Office of Housing and Community Partnerships, within three years of the date of assistance, if such relocation will likely result in a significant loss of jobs in the labor market area from which the relocation occurs. A significant loss is defined as the loss of the lesser of 500 jobs or 1/10th of one percent of the total labor force in the labor market area through the relocation of jobs, but in all circumstances, 25 or fewer jobs will not be considered a significant loss.

**ARTICLE III
GUARANTY**

Section 3.1. Guarantor hereby absolutely and unconditionally guarantees:

- a) To Delaware County its successors and assigns, benefit to complete the Project at the Project Site in accordance with Plans and Specifications as set forth in the Grant Agreement, with only such amendments approved in accordance with all laws, rules, regulations, and requirements of all governmental authorities having juris diction.
- b) To keep the land and the Project free from all liens and claims which may be created for performing work and labor thereon or furnishing materials therefore in connection with the construction thereof, except as noted in the application and Grant Agreement, or both.
- c) That the Project will not result in the relocation of a plant, facility or operation from one Labor Market Area to another, as defined by the Ohio Department of Development's Office of Housing and Community Partnerships, within three years of the date of assistance, if such relocation will likely result in a significant loss of jobs in the labor market area from which the relocation occurs, as defined in Section 2.1 (g) above.
- d) Should the Guarantor fail to comply with the conditions as stated in Section 3.1 (a), (b), and (c) above and should the (name of local jurisdiction) expend funds to accomplish any of the said infrastructure activities set forth in the Grant Agreement, Guarantor shall reimburse the (name of local jurisdiction) for all expenses incurred by, or other moneys due, the (name of local jurisdiction) pursuant the Grant Agreement and any Development Agreement which may be executed between the (name of local jurisdiction) and the Guarantor.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

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

RESOLUTION NO. 07-730

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2006 VILLAGE OF GALENA ADA CURBS, RAMPS AND SIDEWALK PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, July 9, 2007, at 10:00 am.** This bid opening will be held at the Village of Galena Municipal Building located at 9 W. Columbus Street, Galena, Ohio 43021.

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

RESOLUTION NO. 07-731

A RESOLUTION AUTHORIZING THE FILING OF A WAIVER REQUEST AND USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND TO ASSIST THE DELAWARE AREA TRANSIT AUTHORITY (DATA) IN ACQUIRING HANDICAP ACCESSIBLE EQUIPMENT FOR ITS TWO, NEW PUBLIC TRANSIT VEHICLES:

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

WHEREAS, the Ohio Department of Development, Office of Housing and Community Partnerships, (ODOD/OHCP) provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, which require the use of these funds to have a National Objective of assisting eligible low-to-moderate income households; and

WHEREAS, ODOD has authorized Community Development projects requested in the past by Delaware County for eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

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

Section 1. That the Delaware County Board of Commissioners authorizes submitting a waiver request to ODOD/OHCP to request utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$9,432 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible wheelchair lifts, mobility aide positions, and a tie down tracking for each of DATA’s two (2), new public light transit vehicles.

Section 2. That, upon approval by the ODOD/OHCP of said waiver request, the Delaware County Board of Commissioners authorizes utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$9,432 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible equipment for DATA’s two (2) new public light transit vehicles.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

Further be it resolved that the Commissioners approve the following Supplemental Appropriations,

23111709-5365 Delaware County Revolving Loan Fund \$9,432.00

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

RESOLUTION NO. 07-732

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN THE OHIO REGIONAL DEVELOPMENT CORPORATION AND THE DELAWARE COUNTY COMMISSIONERS FOR THE PROVISION OF CDBG FY 2007 FAIR HOUSING CONSULTING SERVICES, CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FY 2007 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007**

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, Delaware County is applying for Six Thousand One Hundred Dollars (\$6,100) through the FY07 CDBG Formula Program for Fair Housing activities.

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

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with The Ohio Regional Development Corporation in an amount not to exceed Six Thousand One Hundred Dollars (\$6,100) contingent on Delaware County receiving approval of the FY 2007 Grant from the Ohio Department of Development.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the FY 2007 Grant to Delaware County.

**FAIR HOUSING
AGREEMENT**

The purpose of this agreement is to outline the responsibilities of Delaware County and Ohio Regional Development Corporation (ORDC) in complying with the Fair Housing requirements in conjunction with the Delaware County FY 2007 CDBG Formula Program in a timely and professional manner as follows:

General Information:

ORDC's full time Housing Coordinator and staff will be available to receive and handle fair housing questions and complaints. In this regard an ORDC 1-800 telephone line has been established and published. The 1-800 telephone line will ring into this office and we will take calls five days a week from 8:00 am to 4:00 pm, excluding the lunch hour, daily. The lunch hour is scheduled from 12:00 noon to 1:00 pm. A voice mail system is also in place to receive messages and inquiries during also the lunch hour and after regular business hours. ORDC will spend time with callers to discuss their Fair Housing concerns. A system to record the nature of the calls, the actions taken on each call and the result of the action taken has been established. A tracking system of calls received by area has also been established.

Fair Housing Complaint Intake and Referral:

Complaints that are received that are not fair housing complaints will be referred to the appropriate person or office. If the complaint could be a potential fair housing complaint, the Fair Housing Coordinator will inform the complainant of his/her rights to fair housing, of remedies that are available, offer written literature, offer an appointment to discuss the complaint and to help a complainant file a written complaint or offer to mail a complaint form to them to complete the form themselves. If the complainant prefers to deal directly with the Ohio Civil Rights Commission (OCRC), the Fair Housing Coordinator will offer the address and telephone number of the regional Ohio Civil Rights Office. If a complainant requires a "face to face" meeting with a staff person, ORDC will meet them in Delaware County at a convenient place and an acceptable and reasonable time for all parties concerned. ORDC will receive and log all complaints and handle all necessary paper work.

Training:

Seminars will be conducted to fulfill all Fair Housing requirements for your individual program. Each seminar will generally follow ORDC's "Fair Housing Seminar Format", and will be tailored for Delaware County's audience.

Outreach:

At a minimum, the number of copies of current Fair Housing brochures identified in the fair housing program will be distributed in places that will benefit the target area as specified in the program. Additional copies, as requested by agencies, will be provided at no additional charge. ORDC literature identifies the telephone number for the speech/hearing impaired. It also identifies a local contact number. ORDC will take whatever reasonable measures are needed to meet guidelines.

Reports:

A fair housing report will be issued for Delaware County on a semi-annual basis as well as a final report at the end of the grant period. The reports will contain information on the number of meetings, number of complaints and their outcomes (if known or available), number of brochures and posters distributed and the locations, and general information on the progress of the activities. All required forms will be

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

maintained within the records and made available as needed, as they relate to the Fair Housing Program. All pertaining State and Federal guidelines will be followed.

Time of Performance

The services of the ORDC coincide with the grant period of September 1, 2007 until August 31, 2008.

Cost and Method of Payment

The cost including all overhead, travel and other expenses will be \$6,100. ORDC will invoice for work completed according to an agreed upon schedule.

Termination of Contract

If, through any cause, ORDC shall fail to fulfill in a timely and proper manner his obligations under this contract, or if ORDC shall violate any of the covenants, agreements or stipulations of this contract, the agency shall thereupon have the right to terminate this contract by giving written notice to the ORDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ORDC under this contract shall, at the option of the Agency, become its property and ORDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, ORDC shall not be relieved of liability to the Agency for damages sustained by the Agency, by virtue of any breach of the contract by ORDC, and the Agency may withhold any payments to ORDC, for the purpose of set-off until such time as the exact amount of the damages due the Agency from ORDC is determined.

Either party may terminate the Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, ORDC will be paid an amount based on the time and expenses incurred by ORDC prior to the effective date of such termination.

General Conditions

- A) **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- B) **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- C) **Findings for Recovery:** ORDC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- D) **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, 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 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 of this Contract.

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

RESOLUTION NO. 07-733

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

Rhonda Griffith with the EMS Department will use Leave-Without-Pay for the following pay periods 0701014, 0701015, 0701016, 0701017, 0701018, 0701019, 0701020.

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

RESOLUTION NO. 07-734

IN THE MATTER OF ESTABLISHING EXECUTIVE LEVEL POLICY AND PROCEDURES FOR SECURITY INITIATIVES TO BE IMPLEMENTED THROUGHOUT THE COUNTY:

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

SECURITY INITIATIVES

Background

On May 11, 2007, a proposal was submitted to Delaware County with recommendations for five security initiatives to be implemented throughout the county. The proposal was agreed upon in whole as presented and this proposal further outlines our methodology towards achieving the first recommendation of establishing security policies and procedures.

Establishing Executive Level Policy and Procedures

Trident feels the first step towards addressing any security problems begins with the establishment of a comprehensive and tailored security strategy. This plan will provide a strategy developed through a series of specialized interviews and workshops with county executive personnel with the goal to clearly define and publish a security strategy tailored to Delaware County.

As previously proposed, Trident believes a successful project begins with a structured process. As a result, we have broken down the project work requirements into five segments described below. Our approach is inherently iterative and incremental, wherein each segment builds upon the work accomplished in the previous segment and continues to further define and develop a successful strategy.

The following describes our detailed plan of action required for this project to be completed successfully.

1. Project Kick-off Meeting

The objective of this meeting is to start off the project by gathering stakeholders in a kick-off meeting where we will outline the project approach, set and share project goals and expectations, and verify the scope and impacted areas of the project. During this phase, we also setup key interviews so we can quickly move into the next requirements segment.

a. Key Project Activities

- o Conduct kick-off meeting
- o Collaborate with project sponsors and team members to verify and gain consensus for goals and expectations
- o Verify key areas involved in the project
- o Setup key area interviews over next few weeks

b. Deliverables

- o Kick-off Presentation
- o Interview Schedule for Executive Interviews

2. Conduct Sponsor Interview

The first interview will be with Mr. Dave Cannon, County Administrator. The goal for the sponsor interview is to gain a better understand of the county's goals and expectations for the project and how security policies and procedures will relate to the overall goals of the organization.

- a. Key Activity
 - o Setup and conduct interview with Mr. Dave Cannon, Project Sponsor

3. Conduct Executive Interviews

As previously defined, a total of 15 private interviews will be conducted with the below key executives for Delaware County government agencies. The objective of this segment is to create a common strategy tailored to the unique situations faced by Delaware County by providing a formalized security strategy applicable to all county personnel. The interview will provide a structured framework in which department heads can discuss their thoughts and ideas in an open forum. This structure will serve to drive the executive workshop sessions and allow the group consensus and quality decisions. The following directors will be interviewed:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

?	Lisa Iannotta	Director, Administrator Services
?	Susan Brown	Director, Child Support Enforcement Agency
?	Brian Galigher	Interim Director, Emergency Services
?	Chad Antle	Director, Environmental Services
?	Jon Melvin	Supervisor, Facilities
?	Mona Reilly	Director, Human Services
?	Judge Krueger	Judge
?	Judge Whitney	Judge
?	Judge Spicer	Judge
?	Todd Hanks	Auditor
?	Jan Antonoplos	Clerk of Courts
?	Chris Bauserman	County Engineer
?	David Yost	Prosecutor
?	Andrew Brenner	Recorder
?	Dale Wilgus	Treasurer

4. Conduct Executive Workshop

One off-site workshop will be conducted with all county executives where we will present the findings from the executive interviews to the entire forum. This workshop is vital to ensuring a successful outcome of the entire project. Additionally, it is imperative the workshops be attended by all executive personnel. This will ensure the proper support and tone are displayed to set the foundation for the security strategy. It is imperative each agency has ample opportunity to present their concerns, not only in a private interview but also in a professionally facilitated workshop as well. The use of a facilitator will ensure maximum effective use of all executive’s time while providing a clear focus for the session.

5. Strategy Formalized

6.

After the workshop is completed, a formal strategy will be provided to the project sponsor for review. It is recommended the project sponsor provide the strategy to all attending executives to ensure their views and concerns are accurately identified. After approval from the project sponsor, the strategy will be finalized for publication and distribution to all appropriate county employees. After publication of the strategy, a minimum time of 30 days should pass before continuing with the execution of the strategy.

6. Project Staffing

Trident anticipates a project of this magnitude will utilize the following personnel.

Resource	Description
Project Manager: David Pizer	Senior level project management experience planning and managing security engagements in both private and government sectors.
Senior Security Consultant: Jim Meade	Global experience in conducting vulnerability assessments in the protection of personnel and physical assets.
Facilitator: Sequent Inc.	Sequent has a resource pool of professional facilitators who are experienced in a wide variety of training platforms.

a. Program Manager

Mr. David Pizer will be the single point of contact for the Trident team. Dave will be responsible for insuring all Trident resources are available, monitor performance, prepare status reports, and insuring customer satisfaction for the statement of work.

b. Senior Security Consultants

Mr. Jim Meade will provide Subject Mater Expertise as required to accomplish the tasks defined in the statement of work.

c. Facilitator

Mr. Bill Hutter, CEO Sequent Inc., has agreed to provide one experienced facilitator for use in the workshop to ensure the session is facilitated in a professional and effective manner. In keeping with industry

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

recommendations and to prevent biased conclusions, the facilitator will not be considered a security expert to ensure an unbiased security strategy is produced from the workshop.

7. Pricing

We anticipate this engagement will take fourteen days to complete. The table below summarizes our plan for this project.

Segment	Estimated Duration
1. Prepare Project Kick off meeting	1 day
2. Conduct Project Kick off meeting	1 day
3. Prepare For Sponsor Interviews	2 days
4. Conduct Sponsor Interviews	2 days
5. Prepare Executive Workshop	2 days
6. Conduct Executive Workshop	1 days
7. Draft Formalized Strategy	3 days
8. Submit Finalized Strategy	1 day
9. Project Close Out	1 day
Total	14 days

Fees are based on Firm Fixed Price. Total costs for this engagement, spanning over 14 non-consecutive workdays, is \$13,955. This amount includes all projected expenses for this project.

a. Pricing Notes

Assumptions: Several factors are essential to a successful requirements definition project. A project of this nature requires open communication, coordination, and cooperation between all parties involved. The Trident Group has prepared this proposal with the following assumptions in mind:

- o Our expectation of the project scope is based on the input received from Delaware County.
- o Delaware County will provide appropriate resources for timely deliverable reviews, presentations attendees and workshops attendee. A lack of availability of staff to participate in these events may impact the timeline and cost estimate.
- o Based on the plan presented, Trident assumes key area interviews will include no more than a total of eleven (15) interviews and one (1) facilitated workshop. Additional interviews or workshops will impact the timeline and cost estimate.
- o All interviews are expected to be conducted in Delaware County Ohio and no significant project expenses, travel or otherwise, are anticipated. Although we do not anticipate any reimbursable expenses as a result of this project, we will review any necessary project expenses (e.g. travel to a remote facility or county office) with the project sponsor in advance. All approved expenses will be billed at cost plus the current G&A expense for reimbursement.
- o The executive workshop will be hosted at an off-site professional training location. This will help ensure a dedicated workshop and prevent any distractions to the workshop objectives.
- o Upon award of any resultant contract, it is Trident’s understanding that the effort will be fully funded. In consideration of performance of the work and the services described in the SOW, Trident shall issue invoices upon completion of the work performance. Trident’s remit address is:

The Trident Group
6543-A Commerce Parkway
Dublin, Ohio 43017

Conclusion

The Trident Group is honored and proud to be part of the Delaware County team as they solidify their existing security services. Should you have any questions regarding this proposal, please do not hesitate to contact Mr. David Pizer, Vice President, Risk Management.

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

RESOLUTION NO. 07-735

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, GARY B. GITLITZ OF ADAMS, BABNER & GITLITZ LLC., REQUESTING ANNEXATION OF 1.618 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Ward, seconded by Mr. Jordan to acknowledge that on June 15, 2007, the Clerk to the Board of Commissioners received an annexation petition request to annex 1.618 acres from Liberty Township to the City of Powell.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2007

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

RESOLUTION NO. 07-736

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. Ward to adjourn into Executive Session at 9:25AM.

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

RESOLUTION NO. 07-737

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:30AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners