

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-640

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 28, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 28, 2009; 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. Thompson Abstain Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-641

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0529:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0529 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Increases			
Kohl's	JFS Program	22511607-5215	\$ 1,000.00
Meijer	JFS Program	22511607-5215	\$ 5,000.00
Public Defenders	Attorney Services	10011202-5301	\$ 500,000.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09 -642

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Renee Lovelien, Stacey Morris, Marilyn Kinniard, Candy Nelson, Carolyn Russell, Deborah Osborne, Deidri Reichert, Deborah Reeves, Janette Haag, Jessica Harmes, Melanie Layton and Judy Browning attend the 2009 Juvenile Court Clerks Conference in Sawmill Creek July 8-9, 2009, at the cost of \$2,080.00 (Fund 27826325-5305).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-643

IN THE MATTER OF CONGRATULATING THOSE DELAWARE COUNTY STUDENTS WHO WERE SELECTED AS RECIPIENTS OF CONSOLIDATED ELECTRIC COOPERATIVE'S 2009 SCHOLARSHIPS:

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

WHEREAS, Consolidated Electric Cooperative, Inc supports the idea that Education is the building block of a strong community by offering scholarship programs, and

WHEREAS, the following students from Delaware County were selected As Recipients Of Consolidated Electric Cooperative's 2009 Scholarships:

Alexandra Betrone-Harpst- Big Walnut High School

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009

Elizabeth Dible-Big Walnut High School
Holly Painter- Big Walnut High School
Kent Miller-Buckeye Valley High School

And,

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to these students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates these students on becoming Recipients Of Consolidated Electric Cooperative's 2009 Scholarships. Their diligence and hard work have earned them this prestigious honor.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-644

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE TREASURER DELINQUENT TAX AND ASSESSMENT COLLECTION FUND:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Supplemental Appropriations

24414102-5001	Delinquent Tax Treasurer/Compensation	\$	30,851.85
24414102-5101	Delinquent Tax Treasurer/Health Insurance	\$	3,048.00
24414102-5131	Delinquent Tax Treasurer/Medicare	\$	447.35
24414102-5120	Delinquent Tax/Treasurer/PERS	\$	4,319.59

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-645

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR LIBERTY CROSSING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, on May 27, 2009 a Ditch Maintenance Petition for Liberty Crossing 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 subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assesment be collected with the Real Estate Taxes for each lot in the subject subdivision 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 being \$473,427.07 for the benefit of a total of 22.64 acres of commercial area, the basis for calculating the assessment for each acre is, therefore, \$20,911.09 per acre. An annual maintenance fee equal to two percent (2%) of this basis (\$418.22) shall be collected for each lot. The basis for calculating the maintenance

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots in the amount of \$9,468.54 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.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-646

IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR LIBERTY CROSSING SITES A&B PHASE 1:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following agreement:

Liberty Crossing Sites A&B Phase 1

OWNER'S AGREEMENT FOR ROAD IMPROVEMENTS

THIS AGREEMENT made and entered into this 1st day of June 2009 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **THREE ROCKS AND A BOULDER, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**LIBERTY CROSSING SITES A & B PHASE 1**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **OWNER** 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 **OWNER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED 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**". Said financial warranty will be released and returned to the **OWNER** within **thirty (30) days** of the acceptance of the improvements by the **COUNTY**.
4. The **OWNER** shall deposit **FOURTEEN 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 **OWNER** 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 **OWNER**.
5. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **OWNER** 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 **OWNER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2009**.
8. The **OWNER** 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 **OWNER** 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 **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'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 **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

RESOLUTION NO. 09-647

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO GIEHL ROAD INCLUDING REPLACEMENT OF THE BRIDGE OVER LEATHERWOOD RUN AND ORDERING THE COUNTY ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE IMPROVEMENT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, Sections 5555.022 and 5555.06 of the Revised Code provide that a Board of County Commissioners may find that the public convenience and welfare require the improving of any public road or part thereof by grading, draining, paving, straightening, or widening such road and constructing or reconstructing any bridges and culverts necessary for such improvement, and may order the County Engineer to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the improvement;

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

Section 1: That the public convenience and welfare require the replacement of the Giehl Road (Township Road 82) bridge over Leatherwood Run and improvement of the approaches to the bridge, located approximately 0.25 miles east of Leonardsburg Road (County Road 80), for a length of approximately 0.13 miles, and that the Project known as Giehl Road over Leatherwood Run (DEL-TR82-0.25) be initiated for such purpose, and;

Section 2: That the County Engineer is hereby ordered to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the improvement, and;

Section 3: That costs for said improvement be paid for from any funds appropriated for road and bridge construction.

Information:

Replacement of an existing structurally deficient steel beam bridge on Giehl Road with a prestressed concrete box beam bridge (90 foot span) with 595 feet of associated roadway approach work. Delaware County maintains and constructs all bridges on township roads and roadway approaches. Budget estimate is \$616,000.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-648

IN THE MATTER OF AUTHORIZING TOMMY THOMPSON, DELAWARE COUNTY COMMISSIONER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

AUTHORIZING LEGISLATION

Delaware County
Giehl Road over Leatherwood Run DEL-TR82-0.25 (Bridge Replacement)

IN THE MATTER OF AUTHORIZING TOMMY THOMPSON, DELAWARE COUNTY COMMISSIONER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED;

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 Delaware County Board of Commissioners is planning to make capital improvements to Giehl Road (TR 33) beginning at log point 0.25 including replacement of the bridge over Leatherwood Run and improvement of bridge approaches, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1: That Tommy Thompson is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Tommy Thompson is further authorized to enter into any agreements as may be necessary and

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

appropriate for obtaining this financial assistance.

Vote on Motion Mr. Hanks Aye Mr. Thompson Abstain Mr. O'Brien Aye

RESOLUTION NO. 09 -649

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT FUNDS TO FUND THE PURCHASE OF COFFEE, MEALS, AND REFRESHMENTS FOR ECONOMIC DEVELOPMENT:

It was moved by Mr. Hanks, seconded Mr. Thompson to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals , refreshments and other amenities.

WHEREAS, The Delaware Economic Development Director schedules planned meetings with current and future business official to discuss growth, expansion and new business, and

WHEREAS, The Economic Development Director is requesting authorization to use Economic Development fees to pay for the coffee; meals and refreshments for these events.

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 hereby authorizes the Economic Development Director to be reimbursed from the Economic Development fees in an amount not to exceed \$1,500.00 to assist in funding the purchase of coffee, meals and refreshments and other amenities for business official.

Supplemental Appropriation

21011113-5310 Joint Economic Development/Food Reimbursement \$1,500.00

Vote on Motion Mr. Thompson Aye Mr. O'Brien Nay Mr. Hanks Aye

RESOLUTION NO. 09-650

IN THE MATTER OF AMENDING RESOLUTION 06-337 (APPROVING THE CONSTRUCTION MANAGER CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE QUANDEL GROUP INC. FOR THE COUNCIL FOR OLDER ADULTS NEW SENIOR CENTER):

It was moved by Mr. Hanks, seconded by Mr. Thompson to adopt the following amendment to resolution 06-337:

AMENDMENT

Change Order No. 3 – Staff Extension

This Change Order reimburses The Quandel Group, Inc. for additional staffing and other expenses resulting from extending the construction schedule for the therapy pool. The agreed to amount of this Change Order is \$18,037.00.

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-651

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Mary Burns, an Income Maintenance Worker III with the Department of Job and Family Services, effective date May 9, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

RESOLUTION NO. 09-652

**IN THE MATTER OF CONTINUING THE MOU WITH WORKFORCE DEVELOPMENT AREA 7 REGION;
DELAWARE/KNOX/MARION/ MORROW SUB REGION, AND THE OHIO DEPARTMENT OF JOB AND
FAMILY SERVICES:**

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

Whereas, the Area 7 Workforce Development Consortium constitutes a jurisdiction designated by the Governor as a Workforce Investment Area, and

Whereas, the Area 7 Workforce Investment Policy Board has the responsibility for Planning, Policy Development, Monitoring, Audits and Audit Resolution, One Stops, Grant Application, Business Relations, and Youth Council, and

Whereas, Delaware County is a member of the Area 7 Workforce Development Region, and, the Delaware/Knox/Marion/Morrow Sub-Region, and,

Whereas a Memorandum of Understanding is necessary to delineate the cost of operating a One Stop Employment and Training Center and to specify services offered by partner agencies, and

Whereas, The Ohio Department of Job and Family Services is a partner agency at the Delaware Area Career Center South One Stop Employment and Training Center and the Job and Family Services Resource Room, and

Whereas, Delaware County Commissioners approved an MOU with Area 7 for Workforce Investment Stimulus funds on May 18, 2009, and

Whereas, the Director of Job and Family Services recommends continuing to participate in the Area 7 One Stop MOU for fiscal year 2010 and 2011;

Now, therefore, be it resolved that the Delaware County Board of Commissioners approve that Delaware County will also continue to participate in the Area 7 One Stop MOU for fiscal year 2010 and 2011.

AREA 7 PY09 SUB -GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee **7221-1**, herein referred to as Sub-Grantee **Delaware County**, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and this Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within the Sub-Grantee in coordination with such services throughout Workforce Investment Area 7.

All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate workforce development fund account within such county.

The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

recommendations.

The Area 7 Board may allocate funding to Sub-Grantees under this agreement for any workforce development purposes, including but not limited to WIA, Rapid Response, NEG, Veterans and other funds. Any such funds less Area 7 administrative costs shall be transmitted to Sub-Grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.

This agreement becomes effective upon July 1, 2009 or the date of signature, whichever is later, and shall be in effect through June 30, 2010.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

Planning

- ? Prepare a strategic plan for Area 7
- ? Prepare a plan that is compliant with the Workforce Investment Act to do the following:
 - ? Assess the general workforce needs of the area
 - ? Gather input from Sub-Grantee Advisory Councils
 - ? Set broad goals and parameters for meeting performance standards
 - ? Provide guidelines and parameters to implement Adult and Youth programs
 - ? Include description of One-Stop system coordination
 - ? Include description of sub-area coordination and sub-grant process

Policy Development

- ? Develop and maintain policies for the following:
 - ? Incumbent Worker Training
 - ? Identification and selection of eligible training providers (adult and youth)
 - ? Individual Training Accounts
 - ? Negotiation of local MOUs
 - ? Oversight and monitoring
 - ? Allocation and reallocation of funds
 - ? Selection, designation, and certification of One-Stop operators
 - ? One-Stop system
 - ? Residency issues
 - ? Self-sufficiency
 - ? Supportive services
 - ? Determination of limited funds
 - ? Priority of services for limited funds
 - ? Definition of serious barriers to employment
 - ? Registration/eligibility determination and documentation
 - ? Assessment
 - ? Follow-up and post placement services
 - ? Exceptions to use of ITAs
 - ? Dealing with MOU impasse situations
 - ? RFP and contract guidelines
 - ? EEO procedures
- ? Sub-Grant Agreements
 - ? Develop format
 - ? Facilitate distribution and signing
 - ? Modify as necessary
 - ? Maintain and monitor
 - ? Ensure compliance
- ? Fiscal
 - ? Approve allocation formula for Sub-Grantees
 - ? Establish and administer policy for reallocation within Area 7
 - ? Receive and monitor fiscal reports
 - ? Prepare budget for Board operation

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

- ? Ensure cash management principles with Fiscal Agent
- ? Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
- ? Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium
- ? Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
- ? Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds
 - ✂ Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the Sub-Grantee.
 - ✂ Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for the monitoring required by WIA.

- ? Review monthly activity and monitoring reports
- ? Provide technical assistance and best practices (coordinate with state where appropriate)
- ? Provide seminar opportunities for Sub-Grantees when appropriate
- ? Negotiate performance standards with the state
- ? Provide for spot-checks and oversee any necessary corrective action
- ? Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
- ? All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

One Stops

- ? Provide guidelines for One-Stop system
- ? Designate One Stop systems
- ? Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ? Provide oversight to ensure certified systems are maintained and operated
- ? Provide MOU format and guidelines for what must be included in local MOUs

Grant Applications

- ? Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee Advisory Councils or after consultation with affected Councils
- ? Act as grant clearinghouse for Area 7
- ? Coordinate grant applications initiated by Sub-Grantees

Business Relation Functions

- ? Provide business relation services, including:
 - ? Coordination and referral of business inquiries which affect more than one Sub-Grantee
 - ? Network with various contacts to further best practices

Youth Council

- ? Develop and operate Area 7 Youth Council
- ? Provide guidelines and coordination for youth activities

II. DUTIES OF THE SUB-GRANTEES

Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's area within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority.

Under guidelines developed by Area 7, the Sub-Grantee shall:

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

Workforce Development System

- ? Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
- ? Maintain a business-driven partnership with elected officials
- ? Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
- ? Set procedures for and administer ITAs within the guidelines established by the Area 7 Board
- ? Provide information for sharing best practices within Area 7
- ? Provide services to employers and job seekers as required under WIA
- ? Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

Audits and Monitoring

- ? Provide for oversight and monitoring of local programs
- ? Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings
- ? Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system
 - ? Access to records must be granted by the Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
 - ? Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy
 - ? Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32

One-Stop Operations

- ? Establish One-Stop system under Area 7 Board guidelines and submit One-Stop operators to the Area 7 Board for approval
- ? Complete application process and maintain One-Stop certification
- ? Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval

Service Providers

- ? Review applications from training providers and submit to the Area 7 Board for approval
- ? Identify and select providers for youth activities and send to Area 7 Board for approval

Fiscal

- ? Submit reports of expenditures and service delivery
- ? Participate in reallocation process of WIA funds within Area 7
- ? Fully expend all carry forward funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
- ? Expend no less than seventy (70) percent of the current year allocations by June 30 per Area 7 policy P7-304: Annual Expenditure Requirements
- ? Follow systems and procedures for receipt, expenditure, and tracking of WIA funds, as established by the Area 7 Fiscal Agent.
 - ? Funds shall be accounted for by program funding stream and appropriate program year. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
 - ? Procurement shall be accomplished by the Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ? Agree to the withholding of funds from the Sub-Grantee WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

Performance

Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2009 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal Sub-Grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all Sub-Grantees based upon each Sub-Grantee's percentage share of the total WIA annual allocation for Area 7.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement becomes effective upon July 1, 2009 or the date of signature, whichever is later, and shall be in effect through June 30, 2010.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS**Refer to CD minutes for entire record****Commissioner Thompson**

-email from Mr. Rex Welker, the neighbors were not notified of the street closings for the pavement resurfacing this past weekend

-economy story in local newspaper from his vacation

-attend a meeting with the fair board about repairs starting June 22 on the roofs from last years wind storm; should be complete by the start of the Fair

Commissioner Hanks

-stock market biggest increase in eleven months

Commissioner O'Brien

-had short session last week 9min

-attended EMA meeting

RESOLUTION NO. 09-653

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; FOR PENDING OR IMMINENT LITIGATION; FOR LAND ACQUISITION AND FOR COLLECTIVE BARGAINING AND FOR DISCUSSING INFORMATION NOT SUBJECT TO DISCLOSURE UNDER STATE OR FEDERAL LAW:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 8:12PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-654**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 11:30 PM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-655

IN THE MATTER OF APPROVING A SETTLEMENT AND MUTUAL RELEASE OF CLAIMS AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; DELAWARE PROPERTIES LIMITED PARTNERSHIP, ET AL., AND THE MANDAMUS ACTION FILED BY SUBURBAN NATURAL GAS FOR THE INTERSECTION PROJECT AT OLD STATE AND LEWIS CENTER ROADS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve A Settlement And Mutual Release Of Claims Agreement Between The Delaware County Commissioners; Delaware Properties Limited Partnership, et al., case no: 08-CVE-06-850) and the Mandamus action filed by Suburban Natural Gas in relation to that action (State ex rel. Suburban Natural Gas Company v. Board of Commissioners of Delaware County, case no: 08 CAD-11-065.) for the intersection project at Old State and Lewis Center Roads.

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009**

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is hereby entered into by, between and among the Board of Commissioners of Delaware County, Ohio (the "Board"), Suburban Natural Gas Company ("SNG"), and Delaware Properties, LLC fka Delaware Properties Limited Partnership ("Delaware Properties").

WHEREAS, on July 19, 2008, the Board filed a Complaint for Appropriation of Property, Delaware County Board of Commissioners vs. Delaware Properties, LLC, et al., Delaware County Common Pleas Court Case No. 08-CVH-06-0850, pursuant to O.R.C. §§ 307.08 and 163.01 et seq. to appropriate property from Delaware Properties ("Board Complaint"); and

WHEREAS, the Board Complaint followed the adoption by the Board of Resolution No. 08-585 on May 19, 2008, declaring the necessity and intention to appropriate property for the purpose of roadway construction, reconstruction, improvement, maintenance and repair purposes at the intersection of South Old State Road and Lewis Center Road in Orange Township, County of Delaware, State of Ohio (the "Intersection Project"); and

WHEREAS, in the Board Complaint, the Board alleges that it is taking a leasehold interest from SNG, but SNG also has easements on the property being taken from Delaware Properties (the "Appropriated Properties") for which the Board has not initiated appropriation proceedings and has not paid just compensation; and

WHEREAS, in connection with the Intersection Project that is the impetus for the Board Complaint, the Board is also taking other SNG easements for which the Board has neither initiated appropriation proceedings to take such easements nor paid SNG just compensation for the easements; and

WHEREAS, SNG has filed a petition for a writ of mandamus in the Fifth District Court of Appeals of Ohio, State ex rel. Suburban Natural Gas Company vs. Board of Commissioners of Delaware County, Ohio, Ohio Fifth Appellate District, Case No. 08-CAD011-00-65, in which it seeks a writ compelling the Board to initiate appropriation proceedings to acquire SNG's easements ("SNG Petition"); and

WHEREAS, the Board, SNG, and Delaware Properties are desirous of resolving all issues and claims between them that were asserted, or could have been asserted, in the Board Complaint and in the SNG Petition, **it is therefore agreed as follows** :

1. Within fourteen (14) days of full execution of this Agreement, the Board shall cause to be issued a check, for good funds in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the "Funds") payable to the Manos, Martin, Pergram & Dietz Co., LPA Trust Account and shall promptly deliver the same to Manos, Martin, Pergram & Dietz Co., LPA ("MMPD"). MMPD shall hold the Funds in trust, as Escrow Agent, until it receives agreed instructions from SNG, Delaware Properties and CF Bank, the holder of a mortgage interest in the Appropriated Properties which sets forth the allocation among SNG, Delaware Properties and CF Bank of the Funds (the "Instructions"). Within four (4) days following receipt of the Instructions, MMPD shall notify each of the Board, SNG and Delaware Properties that it has received the Instructions and is in a position to disburse the Funds (each a "Notice"). Upon its receipt of its Notice, the Board shall deliver to Delaware Properties, if it has not previously done so, any deed or other instrument of conveyance of the Appropriated Properties which the Board reasonably requests. Upon Delaware Properties' delivery to the Board of the properly executed and recordable deed or other instrument of conveyance of the Appropriated Properties, the Board shall, within seven (7) days file a Notice of Dismissal of the Board Complaint. Within seven (7) days of its receipt of its Notice, SNG will file a Notice of Dismissal, with prejudice, of the SNG Complaint. Promptly upon its receipt of evidence reasonably satisfactory to it that the Notices of Dismissal have both been filed and the properly executed recordable deed or other instrument of conveyance of the Appropriated Properties has been delivered by Delaware Properties to the Board, MMPD shall disburse the Funds in accordance with the Instructions.
2. The Board reimbursed SNG for its cost and expense of relocating its gas lines and other facilities from their current locations within the area of easements which are the subject of the SNG Petition. The relocated gas lines and other facilities will be into the new, expanded road right-of-ways of South Old State Road and of Lewis Center Road resultant from the Intersection Project or into private easements obtained by SNG at its cost, at SNG's option.
3. The Board shall grant a right-of-way permit to permit SNG to relocate its lines into the road right-of-way as provided in ¶ 2 above (the "Permit"). The Permit shall include the following provisions:
 - a) that SNG has the right to access and maintain its gas lines and other facilities in the road right-of-way;
 - b) that the Board, in accordance with law, shall reimburse SNG for the cost and expense of relocating its gas lines and other facilities, from the new road right-of-ways resultant from the Intersection Project due to future road improvements or other uses of such new road right-of-way in instances in which the continued presence of the gas lines and other facilities makes relocating the gas lines and other facilities, in whole or in part, necessary or appropriate; and
 - c) that the Board shall reimburse SNG for any additional cost or expense of maintaining or repairing its gas lines and other facilities within the new road right-of-way due to changes above, such as gas lines or other facilities; including, but not limited to, the presence of pavement, drainage facilities, or change in grade elevation.
4. Within twenty-one (21) days of the execution of this Agreement by all parties, the Board shall provide to Delaware Properties location drawings for the relocation elsewhere on the property of Delaware Properties, of any and all septic system leach lines within the Appropriated Properties. Within seven (7) days of its receipt of the plans, Delaware Properties shall approve or disapprove the plans. If the plans are not disapproved within the seven (7) day period, the plans shall be deemed to be approved. If the plans are disapproved, Delaware Properties and the Board will negotiate in good faith a resolution of their differences as to the plans. Upon approval of the plans the Board, at its cost and expense, shall install, in

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2009

a good and workmanlike manner, new leach lines in accordance with the approved plans. The Board shall be responsible for, at its cost and expense, of obtaining any and all necessary permits and inspections and will assign to Delaware Properties the warranties received from its contractor. Upon the completion of the installation of the new leach lines the disturbed areas shall be restored to their prior condition and the Board shall provide to Delaware Properties lien waivers from all contractors, subcontractors and material suppliers who supplied labor or materials for the new leach lines. Delaware Properties hereby grants to the Board and its agents, representatives, contractors, subcontractors and material suppliers a license for entry onto the properties of Delaware Properties for the purposes of performing the obligations imposed upon the Board by this paragraph.

5. In consideration of the foregoing, the Board hereby releases SNG and Delaware Properties, and their respective agents, assigns, successors, officers, directors, employees, representatives, and shareholders/members from any and all damages, costs, claims, debts, demands, suits, actions, causes of action and liability of any kind or nature whatsoever, whether known or unknown, including but not limited to attorneys' fees, that were asserted, or could have been asserted, in the Board Complaint or the SNG Petition from the beginning of time until the date of this Agreement; and SNG and Delaware Properties hereby each release the Board, and its respective agents, assigns, successors, officers, directors, employees, and representatives from any and all damages, costs, claims, debts, demands, suits, actions, causes of action and liability of any kind or nature whatsoever, whether known or unknown, including but not limited to attorneys' fees, that were asserted, or could have been asserted, in the Board Complaint or the SNG Petition from the beginning of time until the date of this Agreement.
6. Upon the disbursement of the Funds from the Manos, Martin, Pergram & Dietz Co., LPA Trust Account, Delaware Properties shall defend, indemnify and hold the Board harmless from any and all claims of or liability to CF Bank based on the allocation of the Funds or its interest, if any, in the Appropriated Properties.
7. This Agreement shall be binding on and inure to the benefit of SNG, Delaware Properties, and the Board, and their respective agents, assigns, successors, officers, directors, employees, representatives, and shareholders/members.

This Agreement may be executed in counterparts.

(A copy of the agreement is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

RESOLUTION NO. 09-656

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson