

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2010**

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

Present: Ken O'Brien, Dennis Stapleton, Tommy Thompson

RESOLUTION NO. 10-1648

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 20, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 20, 2010; 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 Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-1649

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF ADDITIONAL CARRY-OVER PURCHASE ORDERS FOR 2011:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following list of additional carry-over purchase orders:

EMS

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
EMS	V01622	R1	1	8,000.00	July 2010 through December 2010 semi annual rent installment	10011303	5335

Job and Family

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
JFS	D00003	R1	0001	27,000.00	LOCAL CLUSTER	22511607	5342

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

RESOLUTION NO. 10-1650

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1223 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1222:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1223 and memo transfers in batch numbers MTAPR1222

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

RESOLUTION NO. 10-1651

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1222GC:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1222GC.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Nay Mr. Stapleton Aye

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RESOLUTION NO. 10-1652**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Kelly Mills attend an OCDA Committee Meeting in Columbus, Ohio January 5, 2011, at the cost of \$12.00 (Fund Number 23711630).

The Engineer's Office is requesting that Chris Bauserman attend various NACE, ARRA, and CEAO conferences at various locations and dates for the year 2011, at the cost of \$8,800.00 (Fund Number 29214001).

Environmental Services is requesting that Ross Bigelow, Duane Matlack, and Joe Scherler attend the Ohio Building Officials Association (OBOA) General Membership Meeting and American Disabilities Act Seminar in Reynoldsburg, Ohio on January 21, 2011 at no cost.

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

RESOLUTION NO. 10-1653**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO MICHAEL S. TROTTO UPON EARNING HIS EAGLE SCOUT AWARD:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adopt the following Resolution:

WHEREAS, Michael S. Trotto has been a member of Boy Scout Troop #843; and

WHEREAS, Michael S. Trotto has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Michael S. Trotto on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Michael S. Trotto on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 10-1654**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM TH MIDWEST INC DBA TURKEY HILL MINI MARKETS #711 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton 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 TH Midwest INC DBA Turkey Hill Mini Markets #711 has requested a new C2 permit located at 7447 State Route 3 Genoa TWP Westerville, Ohio 43082, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1655**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CASALES LLC DBA SPAIN AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and

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the Orange Township Trustees that Casales LLC DBA Spain has requested new D1, D2, D3 and D3A permits located at 76 W Powell Road Orange Township Lewis Center, Ohio 43035, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

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. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1656

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

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

Whereas, the below requests to perform work within the right of way have been reviewed and approved by the Delaware County Engineer;

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U011-002	WIDE OPEN WEST	BALE KENYON BLUFFS	PLACE CABLE IN ROW

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1657

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND PAUL C. SEEGER, TRUSTEE, FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract Of Sale and Purchase between the Board of Delaware County Commissioners and Paul C. Seeger, Trustee, For The Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract of Sale and Purchase between the Board of Delaware County Commissioners and Paul C. Seeger, Trustee, for The Sawmill Parkway Extension.

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

WITNESSETH: On this 27th day of December, 2010, Paul C. Seeger, Trustee, whose address is 2936 Clark Shaw Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
25 WD Sawmill Parkway Extension

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Two Thousand Thirty-Three Dollars (\$2,033.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options,

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actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

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

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EXHIBIT A

LPA RX 851
Rev. 03/08

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2

25-WD
DEL-CR-609-5.38
09/30/09

**PARCEL 25-WD
DEL-CR-609-5.38
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Township of Liberty, County of Delaware, State of Ohio and being a part of a 5.028 acres deed (5.030 acre Auditors) parcel of land as conveyed to Paul C. Seeger, Trustee and described in Official Record 642, Page 1176 of the Delaware County Recorder's Office and lying in Farm Lot 27 in Section 3, Township 4, Range 19, of the United States Military Lands and being a parcel of land lying on the Left side of the centerline of right of way and construction of TR-139 (Clark Shaw Road), O.R. 739, Pages 973-979, as surveyed by Burgess & Niple for the Delaware County Engineer's Office and being more particularly described as follows:

Beginning for reference at an iron pin found in the southeast corner of Farm Lot 27, and lying in the centerline of TR-139 (Clark Shaw Road) and designated at TR-139 (Clark Shaw Road) centerline station 228+90.29;

Thence **N 86° 35' 28" W** a distance of **410.00 feet** along the south line of Farm Lot 27 and the north line of Farm Lot 30 and the centerline of TR-139 (Clark Shaw Road) to the southwest corner a 5.201 acres deed (5.206 acres Auditors) parcel of land as conveyed to Michael D. Susi and Kerree T. Susi, and described in Deed Volume 537, Page 844 of the Delaware County Recorder's Office, said point also being the southeast corner of the Grantor's 5.028 acres deed (5.030 acre auditors) tract and designated at TR-139 (Clark Shaw Road) centerline station 224+80.29 and is the **TRUE POINT OF BEGINNING**;

Thence continuing **N 86° 35' 28" W** a distance of **190.29 feet** along the Grantor's south line and the south line of Farm Lot 27 and the north line of Farm Lot 30 and the centerline of TR-139 (Clark Shaw Road) to a point located at TR-139 (Clark Shaw Road) centerline station 222+90.00;

Thence **N 03° 24' 32" E** a distance of **40.00 feet** leaving the Grantor's south line and the south line of Farm Lot 27 and the north line of Farm Lot 30 and the centerline of TR-139 (Clark Shaw Road) (passing the existing north right of way of TR-139 (Clark Shaw Road) at 30.00 feet) to an iron pin set, being 40.00 feet left from TR-139 (Clark Shaw Road) centerline station 222+90.00;

Thence **S 89° 35' 49" E** a distance of **190.70 feet** along a new line across the Grantor's land to an iron pin set in the west line of Susi's 5.201 acres deed (5.206 acre auditors) tract, same being the east line of the Grantor's 5.028 acres deed (5.030 acre Auditors) tract, being 50.00 feet left from TR-139 (Clark Shaw Road) centerline station 224+80.44;

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Thence S 03° 34' 52" W a distance of 50.00 feet along the west line of Susi's 5.201 acres deed (5.206 acre Auditors) tract and the Grantor east line (passing the existing north right of way of TR-139 (Clark Shaw Road at 20.00 feet) to the *TRUE POINT OF BEGINNING*.

The above described area contains a total of 0.197 acres, within the Delaware County Auditor's Parcel Number 419-340-01-024-000, which includes 0.131 acres in the present road occupied.

Grantor claims title by instrument recorded in Official Record 642, Page 1176, in the records of Delaware County, Ohio.

Iron pins indicated set are 5/8" x 30" rebars with aluminum cap stamped "Dodson, 6446, Burgess & Niple".

This description was prepared by Walter A. Dodson, Professional Surveyor No.6446, Ohio, and was based upon an actual survey of the premises in October, 2005, through April, 2006, and upon available public records. Bearings used in this description are based on Ohio State Plane Coordinates, North Zone, NAD1983 (1986 adjustment), and are for the determination of angles only.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1658

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND ROBERT H. JOHNSON, III AND JOYCE L. JOHNSON FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract Of Sale and Purchase between the Board of Delaware County Commissioners and Robert H. Johnson, III and Joyce L. Johnson For The Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract of Sale and Purchase between the Board of Delaware County Commissioners and Robert H. Johnson, III and Joyce L. Johnson for The Sawmill Parkway Extension.

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

WITNESSETH: On this 27TH day of December, 2010, Robert H. Johnson, III and Joyce L. Johnson, whose address is 2630 Clark Shaw Road, Powell, Ohio 43065, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
35 A - WD Sawmill Parkway Extension

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Thousand Two Hundred Twenty Dollars (\$1,220.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

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

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the

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PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier.

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

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify,

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save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

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

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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

15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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EXHIBIT A

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DEL-CR-609-5.38
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PARCEL 35A-WD
DEL-CR-609-5.38
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Township of Liberty, County of Delaware, State of Ohio and being a part of a 2.640 acre parcel of land as conveyed to Robert H. Johnson III and Joyce L. Johnson and described in Deed Volume 503, Page 501 of the Delaware County Recorder's Office, and known as Lot 702 in Marigold Estates as the same is numbered and delineated upon the recorded plat thereof in Plat Book 11, Page 117, and lying in Farm Lot 28 in Section 3, Township 4, Range 19, of the United States Military Lands and being a parcel of land lying on the Left side of the centerline of right of way and construction of TR-139 (Clark Shaw Road), O.R. 739, Pages 973-979, as surveyed by Burgess & Niple for the Delaware County Engineer's Office and being more particularly described as follows:

Beginning for reference at an iron pin found in the common corner of Farm Lots 27, 28 29 and Farm Lot 30, and lying in the centerline of TR-139 (Clark Shaw Road) and designated at TR-139 (Clark Shaw Road) centerline station 228+90.29;

Thence **S 86° 36' 22" E** a distance of **1007.42 feet** along the south line of Farm Lot 28 and the north line of Farm Lot 29 and the centerline of TR-139 (Clark Shaw Road) to a point designated at TR-139 (Clark Shaw Road) centerline station 238.97.70;

Thence **N 03° 33' 58" E** a distance of **30.00 feet** to an iron pipe found in the southeast corner of a 2.890 acre parcel of land as conveyed to Mark A. Hope and Julie K. Hope and described in Deed Volume 500, Page 365 of the Delaware County Recorder's Office and known as Lot 701 in Marigold Estates as the same is numbered and delineated upon the recorded plat thereof in Plat Book 11, Page 117, and lies in the existing north right of way of TR-139 (Clark Shaw Road), also being the southwest corner of the Grantor's 2.640 acre tract and being 30.00 feet left from TR-139 (Clark Shaw Road) centerline station 238+97.79 and is the **TRUE POINT OF BEGINNING**;

Thence **N 03° 33' 58" E** a distance of **21.02 feet** along the east line of Lot 701 and the Grantor's west line to an iron pin set, being 51.02 feet left from TR-139 (Clark Shaw Road) centerline station 238+97.86;

Thence **S 78° 28' 34" E** a distance of **77.93 feet** along a new line across the Grantor's land to an iron pin set, being 40.00 feet left from TR-139 (Clark Shaw Road) centerline station 239+75.00;

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Thence S 03° 23' 38" W a distance of 10.00 feet along a new line across the Grantor's land to the existing north right of way of TR-139 (Clark Shaw Road), same being the Grantor's south line and being 30.00 feet left from TR-139 (Clark Shaw Road) centerline station 239+75.00;

Thence N 86° 36' 22" W a distance of 77.21 feet along the existing north right of way of TR-139 (Clark Shaw Road) and the Grantor's south line to the *TRUE POINT OF BEGINNING*.

The above described area contains a total of 0.027 acres, within the Delaware County Auditor's Parcel Number 419-340-01-034-000, which includes 0.000 acres in the present road occupied.

Grantor claims title by instrument recorded in Deed Volume 503, Page 501, in the records of Delaware County, Ohio.

Iron pins indicated set are 5/8" x 30" rebar with aluminum cap stamped "Dodson, 6446, Burgess & Niple".

This description was prepared by Walter A. Dodson, Professional Surveyor No.6446, Ohio, and was based upon an actual survey of the premises in October 2005, through April 2006, and upon available public records. Bearings used in this description are based on Ohio State Plane Coordinates, North Zone, NAD1983 (1986 adjustment), and are for the determination of angles only.

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

RESOLUTION NO. 10-1659

IN THE MATTER OF AUTHORIZING JUVENILE COURT TO APPLY FOR AN INCREASE TO THE OHIO DEPARTMENT OF YOUTH SERVICES (ODYS) GRANT:

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

Grant #	ODYS -2011
Source	Ohio Dept of Youth Services
Grant period	7-01-10 thru 6-30-11
State funds	\$23,237.00
County funds	0
Total	\$23,237.00

This grant will allow use to develop a respite program for youth that have a status offense, and do not require secure detention.

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

RESOLUTION NO. 10-1660

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriation

66211903-5801	Sewer Revenue - OECC/Transfers	\$ 2,500,000.00
66211904-5801	Sewer Revenue - ACWRF/Transfers	\$ 2,000,000.00

Transfer of Funds

From	To	
66211903-5801	66611903-4601	
SRF OECC/Transfers	URF OECC/Interfund Transfer	\$ 4,800,000.00
66211904-5801	66611904-4601	
SRF ACWRF/Transfers	URF ACWRF/Interfund Transfers	\$ 4,850,000.00

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66211906-5801	66611906-4601					
SRF Tartan Fields/Transfers	URF Tartan Fields/Interfund Transfer				\$	5,000.00
66211907-5801	66611907-4601					
SRF Scioto Reserve/Transfers	URF Scioto Reserve/Interfund Transfers				\$	210,000.00
Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 10-1661**IN THE MATTER OF ESTABLISHING AND IMPLEMENTING RED FLAGS RULE PROCEDURES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:**

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

Whereas, the Board of County Commissioners places a high priority on protecting the identity of the residents of the County and also desires to comply with the Red Flags Rule requirements of the Federal Trade Commission.

THEREFORE BE IT RESOLVED that the Delaware County Regional Sewer District shall implement the Red Flags Rule Identity Theft Prevention Program for Delaware County Regional Sewer District dated January 1, 2011, starting January 1, 2011.

RED FLAGS RULE
IDENTITY THEFT PREVENTION PROGRAM
FOR
DELAWARE COUNTY
REGIONAL SEWER DISTRICT
JANUARY 1, 2011

This program is intended to set procedures that identify red flags to protect customers and creditors from identity theft. The following activities are assigned red flags that will help alert office personnel to a possible identity theft situation.

1. Opening New Accounts
2. Modifying Existing Accounts
3. Payments Received in Person
4. Payments in the Mail
5. Payments by Lock Box
6. Transfer of Payments to Treasurer
7. Storage of Payment Information
8. Storage of Creditor Information
9. Storage of Payroll Information
10. Storage of Personnel Files

If a red flag is encountered, an Incident Report (attached) is to be filed with the Director of Environmental Services.

This program is to be re-evaluated, at a minimum, on a semi-annual basis.

The Senior Management Person responsible for this program is:

Tiffany Jenkins, Director of Environmental Services
Telephone Number: 740-833-2240

1. Opening New Accounts

a) Procedure

New accounts are created when a lateral sewer connecting a new or existing building is constructed and successfully inspected by County personnel. The procedure for creating a new account is as follows:

- ? Inspection fees and/or capacity fees are received by the Delaware County Regional Sewer District (DCRSD).
- ? Billing information such as owner's name, lot number, lot address, and billing address provided. Account number assigned.
- ? Account number and billing information added to "Permits" file on computer. Properties on "Permits" file are approved to connect.
- ? Construction and inspection of new sewer, by account number, scheduled with office.

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- ? Construction of new sewer inspected by DCRSD personnel at time scheduled. Contractor and DCRSD retain copies of inspection report.
- ? Inspection report given to accounting personnel. New account number created on DCRSD billing system.
- ? Billing program locked when operator not at desk.

b) Risk Assessment – LOW

New accounts can be opened by either the property owners or agents for the property owners (example: builder). Information provided to DCRSD, name, address, and lot number, is the same information on the County web page on the Auditor and Treasurer sites. The account does not contain ACH or other personnel account information.

New accounts are created and stored on the County computer network. Access to the network is password protected. The billing program also has limited access and is also password protected.

Due to the general availability of the new account information, the risk for identity theft is low.

c) Red Flags

- ✍ Check bounces
- ✍ Person attempts to schedule an inspection for lot not contained in “Permits” file.
- ✍ Person paying fee does not know property owner’s name.
- ✍ Billing program not locked when operator not at desk.

2. Modifying an Existing Account

a) Procedure

Existing accounts are modified for the following reasons:

- ? Change in ownership/marital status
- ? Change in renter
- ? Change in billing address
- ? Request for fee removal

The procedure for a change in ownership, renter, and/or billing address is as follows:

- ? Request to change information received by telephone, fax, e-mail, or in person.
- ? Request transferred to account representative with access to billing program.
- ? Identify person requesting change (example: owner, builder, etc.).
- ? Modify account.
- ? Changes documented under “notes” tab in billing program including name of person requesting changes and employee making changes.
- ? Computer locked when not at desk.

The procedure for request for fee removal is as follows:

- ? Request for fee removal received by DCSD.
- ? Employee receiving request fills out: Request for fee Removal” form.
- ? Supervisor reviews form and either approves or disapproves request.
- ? Account adjusted as applicable.
- ? Changes documented under “notes” tab in billing program.
- ? Billing program locked when operator not at desk.

b) Risk Assessment – LOW

In addition to account number, name, and address, existing accounts include billing and payment history and the “notes” tab may include telephone numbers. The accounts do not contain social security numbers or banking account numbers. Access to the accounts is by designated name and password. The password is changed on a regular basis.

Due to the account information containing billing and payment histories and telephone numbers, the risk for identity theft is low.

c) Red Flags

- ✍ Request for multiple account changes within a short period of time.
- ✍ Accounts changes discovered without documentation in the “notes” tab.

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- ✍ Person requesting changes does not provide identity.
- ✍ Billing program not locked when operator not at desk.

3. Payment Received in Person

a) Procedure

Payments by cash or check (no credit cards) made in person at the business office are received in the following manner:

- ? Payment is received by staff member.
- ? Staff member receiving payment provides a receipt to customer. The receipt to include staff member's name that receives the payment.
- ? Staff member verifies that payment matches amount due and notes any discrepancies.
- ? Staff member deposits payment into payment box (locked box with limited access).
- ? Access to payment box is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Payments in the form of checks contain personnel account information. The risk for identity theft is high.

c) Red Flags

- ✍ Receipts do not match the amount contained in payment box.
- ✍ Check missing from payment box.
- ✍ Payment box damaged.
- ✍ Checks left out unattended.
- ✍ Payment box accessed by un-authorized person.

4. Payments Received in the Mail

a) Procedure

Payments received in the mail are processed in the following manner:

- ? Staff member opens mail.
- ? User fees are separated from inspection and capacity fees.
- ? Staff member writes receipt for inspection fees and capacity fees and updates "permits" spreadsheet.
- ? User fee payments received with remittance stubs are separated from payments without stub.
- ? Payments for user fees are compared with remittance stubs and any problems noted.
- ? Payments received without remittance stub, checks are copied.
- ? Checks are placed in payment box.
- ? Copies of checks are placed into secure file (locked file with limited access).
- ? Access to payment box and secure file is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Payments in the form of checks contain personnel account information. The risk for identity theft is high.

c) Red Flags

- ✍ Inspection fee or capacity fee payments do not match receipts.
- ✍ Checks left unattended.
- ✍ Payments do not balance with remittance stubs.
- ✍ Copies of checks left unattended.
- ✍ Payment box or check storage area damaged.
- ✍ Payment box or check storage file left unlocked.
- ✍ Payment box or secure file accessed by un-authorized personnel.

5. Payments Received by Lock Box

a) Procedure

Payments for user fees received by lock box (private contractor, currently the Delaware County Bank) are processed by the contractor as follows:

- ? Payments received by the lock box contractor are placed into the lock box account.

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- ? Payments received with remittance stubs available to the County on password protected website.
- ? Checks are copied for payments received without remittance stubs.
- ? Remittance stubs and check copies are picked up by County personnel at lock box contractor offices.
- ? Staff balances payments deposited in lock box account with remittance stubs and check copies.
- ? Remittance stubs and check copies placed into secure area for storage (locked file cabinet or storage room).
- ? Access to secure area is through the Account Clerk III, Director, or person with written authorization from the Director.
- ? IFAS locked when operator not at desk.

b) Risk Assessment – HIGH

Payments in the form of checks contain personnel account information. The risk for identity theft is high.

c) Red Flags

- ✍ Payment information in lock box account does not balance with remittance stubs or check copies.
- ✍ Copies of checks left unattended.
- ✍ Transporter does not return.
- ✍ IFAS running when operator not at desk.
- ✍ Secure area accessed by un-authorized personnel.

6. Transfer of Payments to Treasurer

a) Procedure

Two types of payments are processed, payments received in the office and payments received by lock box contractor.

- ? Payments received in the office are removed from the payment box and entered onto “Pay-In” form. Checks and “Pay-In” forms are stored in a secure location with limited access.
- ? Payment amounts received by the lock box account are entered onto “Pay-In” form for transfer from lock box account to County account. “Pay-In” form is stored in a secure location with limited access.
- ? “Pay-In” forms plus payments are transported by County personnel to Auditor office for verification and then to Treasurer Office for deposit into County Account.
- ? Access to the secure location is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Payments in the form of checks contain personnel account information. The risk for identity theft is high.

c) Red Flags

- ✍ Pay-Ins left unattended in unsecured location.
- ✍ The amount of the deposit does not match the amount on the Pay-In form.
- ✍ Person transporting pay-ins does not return.
- ✍ Secure area accessed by un-authorized personnel.

7. Storage of Payment Information

a) Procedure

- ? Payment information is stored in the office in locked file or locked storage area with limited access for approximately three years (until audited) and then shredded.
- ? Access to the locked file or locked storage area is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Payments in the form of checks contain personnel account information. The risk for identity theft is high.

c) Red Flags

- ✍ Check information unattended in unsecured location.

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- ✍ File cabinet or storage area discovered unlocked or damaged.
- ✍ File cabinet or storage area accessed by un-authorized personnel.

8. Storage of Creditor Information

a) Procedure

- ? Creditor information is stored in the office in paper form for approximately three years (until audited).
- ? Information is kept in locked file cabinet or locked storage area.
- ? Information is destroyed in approved manner.
- ? Access to the locked file or locked storage area is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Invoices may contain Federal I.D. Number or social security number. The risk for identity theft is high.

c) Red Flags

- ✍ Check information found unattended in unsecured location.
- ✍ File cabinet or storage area discovered unlocked or damaged.
- ✍ File cabinet or storage accessed by un-authorized personnel.

9. Storage of Payroll Information

a) Procedure

- ? Payroll information is stored in the office in paper form for approximately three years (until audited).
- ? Information is kept in locked file cabinet.
- ? Information is destroyed in approved manner.
- ? Access to the locked file or closet is through the Account Clerk III, Director, or person with written authorization from the Director.
- ? Computer payroll program locked when operator not at desk.

b) Risk Assessment – HIGH

Payroll information contains employee social security numbers. The risk for identity theft is high.

c) Red Flags

- ✍ Payroll information discovered unattended in unsecured location.
- ✍ File cabinet unlocked or damaged
- ✍ Payroll program running when operator not at desk.
- ✍ File cabinet accessed by un-authorized personnel.

10. Storage of Personnel Files

a) Procedure

- ? Personnel files including job applications are stored in the office in paper form until no longer needed.
- ? Information is kept in locked file cabinet.
- ? Information is destroyed in approved manner.
- ? Access to the locked file cabinet is through the Account Clerk III, Director, or person with written authorization from the Director.

b) Risk Assessment – HIGH

Personnel files contain employee social security numbers. The risk for identity theft is high.

c) Red Flags

- ✍ Personnel files found unattended in unsecured location.
- ✍ File cabinet discovered unlocked or damaged.
- ✍ File cabinet accessed by un-authorized personnel.

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Aye

RESOLUTION NO. 10-1662

RESOLUTION FOR VACATION OF SANITARY SEWER EASEMENT:

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

WHEREAS, on January 20, 2010, Jeffrey M. Holbrook Trustee, under the Holbrook Family Trust Agreement Dated May 22, 1996, granted to the Board of County Commissioners of Delaware County, Ohio a Sanitary Sewer Easement; and

WHEREAS, said Easement was subsequently filed for record in **Official Record Book 952, pages 648-650**, of the Delaware County, Ohio records; and

WHEREAS, during construction, sanitary sewer laterals for two adjoining properties to the south of the premises were shifted to preserve trees; and

WHEREAS, the aforementioned shift prevents the sanitary sewer laterals from being fully included within the subject easement; and

WHEREAS, Jeffrey M. Holbrook Trustee, under the Holbrook Family Trust Agreement Dated May 22, 1996, has provided a revised easement to the Sanitary Engineer for recording, which will fully allow the aforementioned laterals to be included within a permanent easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby vacates, terminates, cancels and releases the Permanent Easement recorded in OR Vol. 952, Pages 648-650, and the obligations and burdens contained therein, and instructs the Sanitary Engineer to record the corrected easement as soon as possible.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1663

APPROVAL OF THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO**

EFFECTIVE ON DATE OF EXECUTION THROUGH DECEMBER 31, 2012

SERB CASE NO. 08-MED-10-1109

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the "Director"), subject to the approval of the Delaware County Board of Commissioners (jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

ARTICLE 2 - RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Operators, Operator-Chemist, Maintenance Mechanic, Maintenance Mechanic II, Inspector, Custodian, Lab Technician, Truck Driver, and Truck Driver "A". Excluded from the bargaining unit are all Management Level Employees, Confidential Employees, and Supervisory Employees as defined in the Act including Sanitary Engineer, Superintendent, and

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Secretary/Bookkeeper.

Section 2.2 Exclusive Recognition. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

Section 2.3 Employee Rights. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

Section 2.4 Position Descriptions. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Uniform Application. The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or handicapped status. The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

Section 3.2 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 3.3 Sexual Harassment. Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

ARTICLE 4 - HEALTH & SAFETY

Section 4.1 Policy. Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 4.2 Employee Responsibility. All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

Section 4.3 Dangerous Act. An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

Section 4.4 Safety Issues. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs 3 (a) and (b) below.

An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

- a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged

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violation.

- b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

ARTICLE 5 - NO STRIKE/LOCKOUT

Section 5.1 No Strike. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

Section 5.2 Violations. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

Section 5.3 No Lockout. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS/WORK RULES

Section 6.1 Recognition. The Union recognizes the Director and Board of County Commissioners ("Management") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

Section 6.1 Management Rights. Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Director, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Director's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;

to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

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to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

Section 6.3 Residual Responsibilities. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

Section 6.4 Work Rules, ADA, EEOC. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules. To the extent applicable, work rules shall be consistently applied and enforced.

Section 6.5 Conflict of Laws. Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING

Section 7.1 Work Assignment. The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

Section 7.2 Subcontracting. The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

Section 7.3 Prior Discussions. Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

ARTICLE 8 - UNION REPRESENTATION

Section 8.1 Union Representatives. The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any

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persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

Section 8.2 Bulletin Boards. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted.

Section 8.3 Use of County Meeting Rooms. The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

Section 8.4 Union Matters. In the absence of the Employer's consent, Union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

ARTICLE 9 - DUES DEDUCTION

Section 9.1 Dues Authorization. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

Section 9.2 Dues Remittance. The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had union dues deducted along with the amount of the deduction.

Section 9.3 Good Standing. There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee.

Section 9.4 Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

Section 9.5 Labor Management Meetings. Regular L/M meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

ARTICLE 10 - SENIORITY

Section 10.1 Definition. Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

Section 10.2 Loss of Seniority. The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.

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3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

ARTICLE 11 - PROBATIONARY EMPLOYEES

Section 11.1 New Hire Probationary Period. Newly hired employees must complete a one hundred-eighty (180) calendar day probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement.

Section 11.2 Promotional Probationary Period. Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced for cause to their previous position prior to completion of a ninety (90) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available.

Section 11.3 List of Employees. The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

ARTICLE 12 - VACANCY, PROMOTION, TEMPORARY ASSIGNMENT

Section 12.1 Posting of Vacancies. If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for ten (10) calendar days. Interested employees may have their applications considered by filing a written application with the Employer during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

The Employer shall select the applicant it deems best suited for the position after considering an applicant's seniority; qualifications, including education and specialized training; work record; experience in the same or similar positions with this or another employer; and, demonstrated ability with the Employer.

Section 12.2 Selection for Vacant Position. The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Section 12.1.

Section 12.3 Request for Shift Assignment. When applicable, employees may designate a preference for a shift. The employee shall submit an application to the Employer on a form supplied by the Employer. Such application shall be considered if a vacancy within the applicant's classification becomes open on the preferred shift. The shift selection shall be honored if the applicant with the shift preference has more seniority than other applicants for the position and is qualified for the position.

Section 12.4 Temporary Assignment. All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

ARTICLE 13 - LAYOFF & RECALL

Section 13.1 Reasons for Layoff. Employees may be laid off for one or more of the following reasons:

1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
2. Lack of work within the Sewer District. A lack of work means a current or projected temporary

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decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.

3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

Section 13.2 Order of Layoff.

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:
 - a. Newly hired employees in that classification who have not completed their probationary period;
 - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the position in question.

Section 13.3 Displacement Rights. An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.
4. Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

Section 13.4 Recall or Reinstatement Rights.

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.
2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.
4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he

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accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.

5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

Section 13.5 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

ARTICLE 14 - DISCIPLINARY ACTION

Section 14.1 Standards of Conduct. Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect.

Section 14.2 Discipline. Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

Section 14.3 Pre-disciplinary Process. Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

Section 14.4 Serious Offenses. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

Section 14.5 Appeal of Discipline. When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2.

Section 14.6 Exclusive Appeal. Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

Section 14.7 Union Representation. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 Definitions. For the purposes of this Article, the below listed terms are defined as follows:

Grievance. A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

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Grievant. A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

Section 15.2 Timelines, Extensions. The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

Section 15.3 Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

Section 15.4 Grievance Steps. The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. Step 1: The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Lead Project Engineer, or his designee. If the grievant is an inspector, the designee shall be the Lead Project Engineer. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2), the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

The Lead Project Engineer or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Superintendent or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. Step 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievant may pursue the grievance to Step 3, unless time has been extended pursuant to Section 15.2 of this Article.

3. Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand-delivery or certified mail of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place.

The arbitrator shall hear and determine only one grievance; multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties

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mutually agree otherwise.

The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

Section 15.5 Voluntary Mediations. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

ARTICLE 16 - HOURS OF WORK/OVERTIME

Section 16.1 Work Week. The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

Section 16.2 Continuous Operations. The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total eighty hours in a bi-weekly pay period.

Section 16.3 Lunch Period and Breaks. Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. All employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities. Other employees may schedule meal and break periods with the approval of the Employer and if meals are taken at a plant, such will be at the plant with the shortest travel time.

Section 16.4 Overtime and Compensatory Time. Employees shall be paid one and one-half (1½) times their applicable rate of pay for all hours worked in excess of forty (40) hours worked in any work week including vacation and holidays, and pre-approved compensatory time; however, until the pay period that includes January 1, 2011,

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sick leave will be considered hours worked.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall offer pre-scheduled overtime to all employees who are qualified on a generally equal basis. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime.

Section 16.5 Minimum Call-in. Any employee called in to work outside of his normal scheduled hours of work shall be paid a minimum of three (3) hours.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 Sick Leave. Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, which may also include the employee's grandchild, such paid leave shall not exceed three (3) days without further written approval by the Employer.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as soon as possible. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

An employee covered under this Agreement who retires from the Employer under the Public Employees Retirement System shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of 60 days paid leave or maximum of 480 hours. An employee covered under this Agreement who dies shall have sick leave paid to his or her personal representative or estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

Section 17.2 Jury Duty Leave. Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call and pay his jury fee to the Delaware County Treasurer in order to receive his regular pay.

Section 17.3 Family and Medical Leave. Employees may use unpaid family/medical leave for the purposes and

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on the conditions set forth in the federal Family and Medical Leave Act of 1993. An employee desiring to use family/medical leave shall notify the Employer in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Employer must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.

During the unpaid portions of the leave, for up to 12 weeks per year, the Employer shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in its insurance plans. The employee must pay the portion of the premium for any of such insurances to the Employer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his or her contribution to the premium cost, then the Employer will not be obligated to contribute its share in order to maintain the coverage.

Instead of taking family leave/medical leave, an employee may opt to take other forms of leave under this contract if eligible for the particular type of leave. However, an employee is not eligible to take unpaid leave if, during the preceding twelve (12) months, the employee has taken family leave or medical leave, unless the Employer approves such unpaid leave in its sole discretion.

Section 17.4 Other Unpaid Leaves of Absence. Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

Section 17.5 Personal Leave. Effective January 1, 2011, each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 48-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least four (4) hour increments.

For the period of January 1, 2011, through December 31, 2012, personal leave will be included as "hours worked" for calculation of overtime in section 16.4. It is understood that the inclusion of personal leave as hours worked will expire, at sunset, on December 31, 2012.

ARTICLE 18 - HOLIDAYS

Section 18.1 Holidays. All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hour holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

Section 18.2 Holiday Pay. Holiday pay will be calculated at the employee's straight-time hourly rate for eight (8) hours.

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Section 18.3 Observance. In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

ARTICLE 19 - VACATIONS

Section 19.1 Vacation Earned. Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

40-Hour Per Week Employees

1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death. An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

Section 19.3 Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

Section 19.4 Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

Section 19.5 Part Time Employees. Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

ARTICLE 20 - INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 21 - WAGES

Section 21.1 Wage Schedule. The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County may adjust the wage schedule. In no case shall the schedule be reduced.

Section 21.2 Wage Rate Increases. Wage rate increases for employees shall be for the period of this Agreement 2010 through 2012:

2010 - Par with the County Compensation Management System
January 1, 2011 - 2% Increase in the employee's rate of pay
January 1, 2012 - 2½ % Increase in the employee's rate of pay

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If, during calendar years 2011 or 2012, the Board of County Commissioners provide an increase to wage rates for other non-bargaining unit County employees above the two percent (2%) increase, then the increases for 2011 and/or 2012 will be adjusted to include the amount of increase granted which exceed the two percent (2%) and employees will receive the additional increase. Employees will be eligible based on their performance appraisal for the amount of the wage rate increase in 2011 and 2012 over 2%. The total amount distributed to employees in the bargaining unit shall equal the amount of the increase over 2% based on the current payroll of the bargaining unit employees at the time the increase is granted. For example, if the Board of Commissioners provides an annual merit wage increase of three percent (3%) for non-bargaining unit employees, then bargaining unit employees will receive an additional one percent (1%) increase for that calendar year for a total of three percent (3%).

Any pay increases provided by resolution of the Board of Commissioners for 2010 for non-bargaining unit County employees shall be provided to the bargaining unit members on the earliest effective date the increase is applied.

Employees shall not be paid at a rate above Grade A. Employees at Grade A shall receive, in lieu of a base rate increase, a lump sum amount equivalent to the value of the increase for the County Compensation Management System. That is, for example, if the increase the employee would be eligible for under the Compensation System is 1% the employee will receive a lump sum amount equivalent to 1% of their base wage rate in lieu of an increase in their base wage rate.

Those employees who, as of March 18, 2010, are paid at a rate that exceeds Grade A shall retain their rate of pay. However, should the compensation plan be modified, the employee's rate of pay is equal to or below Grade A, the employee shall not exceed Grade A in the future.

Section 21.3 New Employees. New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee's prior experience, certifications or other qualifications may be used in determining initial wage placement. New employees who successfully complete their probationary period shall receive a 2% (two percent) rate increase at the completion of their probationary period.

Section 21.4 Certifications. The County agrees to pay employees who earn certifications a 5% (five percent) increase for each treatment plant operator certification class (1, 2, 3, and 4), wastewater, collection system (collections 1 and 2), and/or chemistry (lab analyst 1, 2, 3 and 4) certifications obtained (while employed by the County) and maintained by employees. The certification supplement will only be made once at the time the employee earns the certification and provides documentation. After July 1, 2010, certification supplements shall be added until the employee reaches Grade A of the County Compensation Management System. It is the employee's responsibility to provide documentation of their certification(s) and to maintain current all certifications. If the certification expires, the certification supplement(s) will be removed.

If a supplement for a certification places the employee above the rate of pay for Grade A, the employee shall only receive a one time supplement based upon the employee's annualized rate of pay for the amount which exceeds Grade A in the year the employee earns the certification. If the wage scales are increased to exceed the employee's rate of pay and lump sum supplement, then the employee's rate of pay will be increased to include the value (or portion) of the supplement, provided at least one year (12 months) has passed since the employee received the lump sum supplement.

Section 21.5 Promotions. Employees who are selected for a position in a classification which has a higher pay grade (at grade G) shall be placed at the step in the new pay range which provides an increase or 5% (five percent) increase, whichever is greater, but in no event greater than Grade A.

**ARTICLE 22 - CERTIFICATION REQUIREMENTS,
TRAINING AND EDUCATION**

Section 22.1 Certification Requirements. If an employee in a position for which certifications are required by applicable state and/or federal statutes does not satisfy such statutory requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

Section 22.2 Reimbursement for Education and Training. The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification.

ARTICLE 23 - UNIFORMS

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

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ARTICLE 24 - SCOPE, SEVERABILITY, CIVIL SERVICE LAW

Section 24.1 Prior Agreement. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 24.2 Full Opportunity/Waiver. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

Section 24.3 Severability. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 24.4 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

Section 24.5 Civil Service Law. Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

Section 24.6 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 25 - DURATION

Section 25.1 Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 25.2 Negotiations. Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

Section 25.3 Duration. This Agreement shall become effective upon execution and shall remain in full force and effect from execution of the Agreement until December 31, 2012.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1664

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends approval of the Class I WW Analyst Certification Pay Increase for Cory Smith, with the Regional Sewer District, effective date December 11, 2010;

Therefore Be It Resolved, that the Board of Commissioners approves the Class I WW Analyst Certification Pay Increase for Cory Smith, with the Regional Sewer District, effective date December 11, 2010.

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The Director of Environmental Services recommends approval of the Class I WW Analyst Certification Pay Increase for Walt Thompson, with the Regional Sewer District, effective date December 11, 2010;

Therefore Be It Resolved, that the Board of Commissioners approves the Class I WW Analyst Certification Pay Increase for Walt Thompson, with the Regional Sewer District, effective date December 11, 2010.

The Director of Environmental Services recommends approval of the Class I WW Analyst Certification Pay Increase for James Carey, with the Regional Sewer District, effective date December 11, 2010;

Therefore Be It Resolved, that the Board of Commissioners approves the Class I WW Analyst Certification Pay Increase for James Carey, with the Regional Sewer District, effective date December 11, 2010.

The Director of Environmental Services recommends approval of the Class II WW License Pay Increase for Brian Rammelsberg, with the Regional Sewer District, effective date December 11, 2010;

Therefore Be It Resolved, that the Board of Commissioners approves the Class II WW License Pay Increase for Brian Rammelsberg, with the Regional Sewer District, effective date December 11, 2010.

The Director of Job and Family Services recommends hiring Nicole Riddle as an Employment Services Counselor; effective date January 10, 2011.

Therefore Be It Resolved, that the Board of Commissioners approve hiring Nicole Riddle as an Employment Services Counselor; effective date January 10, 2011.

The Director of Job and Family Services recommends to end the probationary period and approve accompany pay raise for Mikkele Posey an Income Maintenance Worker III; effective November 22, 2010;

Therefore Be It Resolved, that the Board of Commissioners end the probationary period and approve accompany pay raise for Mikkele Posey an Income Maintenance Worker III; effective November 22, 2010.

The Director of 911 Communications recommends hiring Bobbi Henney as a part-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Bobbi Henney as a part-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Kelly Dew as a part-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Kelly Dew as a part-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Chelsey Trout as a part-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Chelsey Trout as a part-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Kevin Hale as a part-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Kevin Hale as a part-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Brian Doone as a full-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Brian Doone as a full-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Raymond Coy as a full-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Raymond Coy as a full-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Amy Convey as a full-time Dispatcher for 911 Communications; effective January 10, 2011;

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Therefore Be It Resolved, that the Commissioners approve hiring Amy Convey as a full-time Dispatcher for 911 Communications; effective January 10, 2011.

The Director of 911 Communications recommends hiring Leann Collick as a full-time Dispatcher for 911 Communications; effective January 10, 2011;

Therefore Be It Resolved, that the Commissioners approve hiring Leann Collick as a full-time Dispatcher for 911 Communications; effective January 10, 2011.

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

RESOLUTION NO. 10-1665

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ADMINISTRATIVE ASSISTANT FOR JOB AND FAMILY SERVICES:

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

Whereas, The Director of Job and Family Services recommends the job description for the Administrative Assistant For Job And Family Services;

Therefore Be It Resolved, that the Board of County Commissioners approves the job description for the Administrative Assistant For Job And Family Services.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Administrative Assistant

JOB OBJECTIVES: Individual is responsible for providing administrative support to the Director of Job and Family Services and the Re-Entry Program. Individual reports directly to the Director of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- ? Organizes and prepares documents, reports, presentations, etc., for dissemination inside and outside the work unit;
- ? Implements technology initiatives, programs and applications for the data system;
- ? Completes offender data, performs data entry and ensures the validity of the data while maintaining the applicable database;
- ? Schedules and participates in individual interviews with offenders;
- ? Attends, participates and documents meetings and Focus Groups and generates minutes for distribution;
- ? Attends and participates in community groups and necessary trainings as assigned;
- ? Assists in developing and maintaining community partnerships;
- ? Completes special projects and assists in grant writing and grant monitoring activities as assigned;
- ? Assists in public speaking engagements and makes necessary presentations to community groups;
- ? Maintains appointment calendar / schedules, resolves scheduling issues and conflicts;
- ? Receives, processes and distributes incoming and outgoing mail;
- ? Receives, prepares files and maintains documents, records and correspondence;
- ? Orders and maintains office supplies;
- ? Performs typing, word processing, and related computer operations to include Database systems;
- ? Devises correspondence, completing forms and developing reports;
- ? Answers multi-line telephone, screens calls, makes referrals, gives and receives information;
- ? Faxes and copies materials as requested;
- ? Operates office equipment, as needed;
- ? Performs accounting and bookkeeping functions; and
- ? Any other duties as assigned by the director.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as a computer, copier, typewriter, multi-line telephone, calculator, FAX machine, and other equipment necessary to perform duties. Ability to safely operate a motor vehicle.

Critical Skills/Expertise:

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- ? Knowledge of applicable Federal, State and department policies, procedures, guidelines and methods;
- ? Knowledge of and ability to apply the computer system and its software to complete jobs and aid staff in achieving departmental goals;
- ? Ability to use common productivity programs including, but not limited to: Microsoft Word, Excel, Power Point and Access;
- ? Knowledge of community programs and resources;
- ? Ability to accurately complete and maintain records, reports and forms;
- ? Ability to transcribe information, type accurately, read, write and spell common vocabulary;
- ? Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- ? Ability to effectively program plan under pressure, independently and in collaboration with other staff units and outside agencies.
- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- ? Thorough knowledge of and ability to apply computer system and its software to complete jobs;
- ? Ability to communicate effectively, both orally and in writing;
- ? Ability to organize and maintain large volumes of information and paperwork;
- ? Ability to comprehend and make practical application of customary practices, rules, procedures and techniques that are directly relevant to assigned tasks;
- ? Ability to organize and prioritize assignments and set achievable goals; and
- ? Ability to demonstrate excellent interpersonal skills.

Job Standards: Associates Degree in Criminal Justice, Social Work, Sociology, Social Science, Psychology or related field combined with related work experience. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times and as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individual confronts a wide variety of problems that are solved by asking the supervisor questions and drawing conclusions.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual operates independent of supervision in handling daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, which may result in fiscal sanction or legal implications. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, and forming collaborative relationships within the scope of the position with other service providers in the county.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, job development, coordinate services, and handle questions about programs and visitors' concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

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Physical Requirements: The physical requirements of the position are identified as sedentary work, which may require lifting up to twenty-five (25) pounds occasionally.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes, and requires viewing a computer terminal and proofreading information.

Job Location: The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 10-1666

IN THE MATTER OF APPOINTING BRENDA ELDRIDGE AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible for making appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint Brenda Eldridge to the Delaware County District Library Board to complete Adam Hansberry's unexpired seven year term, that began on January 1, 2007 and ends December 31, 2013.

Therefore, be it resolved that the Board of Commissioners in Delaware County Ohio, appoint Brenda Eldridge to the Delaware County District Library Board to complete Adam Hansberry's unexpired seven year term that began on January 1, 2007 and ends December 31, 2013.

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

RESOLUTION NO. 10-1667

IN THE MATTER OF RE-APPOINTING J. ALAN KIRKHAM AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVE TO THE DELAWARE COUNTY BOARD BUILDING APPEALS:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint an individual to the Delaware County Board of Building Appeals.

Whereas, J. Alan Kirkham shall be re-appointed for a five year term beginning January 1, 2011 ending December 31, 2015, and

Therefore, be it resolved that the Board of Commissioners in Delaware County Ohio, shall re-appoint J. Alan Kirkham to the Delaware County Board of Building Appeals for a five year term beginning January 1, 2011 ending December 31, 2015.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1668

IN THE MATTER OF APPOINTING JOHN WATKINS AND DWAYNE GARDNER AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS REPRESENTATIVES TO THE COUNCIL FOR OLDER ADULTS OF DELAWARE COUNTY:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, The Board of Commissioners of Delaware County shall appoint individuals to the Council for Older Adults of Delaware County.

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Whereas, John Watkins shall be appointed as a citizen member to complete John Berner's unexpired three year term that was effective January 1, 2010 and will end December 31, 2012; and Dwayne Gardner shall be appointed as a citizen member to serve a three year term effective January 1, 2011 ending December 31, 2013

Therefore, be it resolved that the Board of Commissioners in Delaware County, Ohio shall appoint John Watkins as a citizen member to complete John Berner's unexpired three year term that was effective January 1, 2010 and will end December 31, 2012; and Dwayne Gardner shall be appointed as a citizen member to serve a three year term effective January 1, 2011 ending December 31, 2013.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1669

IN THE MATTER OF APPROVING DECREASE APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS:

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

Decreases to Appropriations

22411601-5348		
JFS Income Maintenance/Client Services		\$ (100,000.00)
22411604-5301		
JFS Child Protection/Contracted Prof. Services		\$ (200,000.00)
22311611-5001		
WIA /Salaries		\$ (2,888.50)
22311614-5120		
WIA/PERS		\$ (457.04)
22311611-5250		
WIA/Minor Tools, Equip, Furn <1,000		\$ (26,000.00)
22311611-5348		
WIA/Client Services		\$ (248,272.00)
22311611-5801		
WIA/Transfers		\$ (9,214.66)
22311614-5348		
WIA ARRA/Client Services		\$ (228,000.00)
23311324-5001		
Re-entry Task Force ARRA/Salaries		\$ (18,000.00)
23311324-5120		
Re-entry Task Force ARRA/PERS		\$ (3,000.00)
23311324-5301		
Re-entry Task Force ARRA/Contracted Professional Services		\$ (11,000.00)
70161606-5348		
FCF Help Me Grow GR/Client Services		\$ (4,000.00)

Transfer of Appropriation

From		To	
10011102-5801		10011101-5101	
Commissioners General/Transfers		Commissioners/Health Insurance	\$ 2,700.00

Transfer of Appropriation

From		To	
10016101-5120		10016101-5301	
Board of Elections/PERS		Board of Elections/Professional Services	\$ 2,600.00
10016101-5201		10016101-5301	
Board of Elections/General Supplies		Board of Elections/Professional Services	\$ 12,688.61

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1670

IN THE MATTER OF APPROVING A CORRECTION TO RESOLUTION NO. 10-1635 FOR DEVELOPMENTAL DISABILITIES:

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

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Approved on December 20, 2010

29552501-5410	29552501-5365		
Developmental Disabilities/Capital	Developmental Disabilities/Grant Services	\$	85,000.00
29552501-5410	29552501-5348		
Developmental Disabilities/Capital	Developmental Disabilities/Client Services	\$	50,000.00

Corrected To

From	To		
29552501-5410	29552502-5365		
Developmental Disabilities/Capital	Developmental Disabilities/Grant Services	\$	85,000.00
29552501-5410	29552502-5348		
Developmental Disabilities/Capital	Developmental Disabilities/Client Services	\$	50,000.00

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

RECESS UNTIL 10:00 AM

RECONVENE 10:01AM

RESOLUTION NO. 10-1672

IN THE MATTER OF AMENDING RESOLUTION NO. 10-1671 BY REDUCING GENERAL FUND NUMBER 100-560 (GRANTS IN AID) BY \$5,000.00 AND BY REDUCING THE JOINT ECONOMIC FUND 21011110 BY \$141,199.00 :

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to amend resolution No. 10-1671 by reducing general fund number 100-560 (grants in aid) by \$5,000.00 and by reducing the joint economic fund 21011110 by \$141,199.00

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

RESOLUTION NO. 10-1671

IN THE MATTER OF APPROVING THE YEAR 2011 APPROPRIATIONS:

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

100	GENERAL FUND	
	410	TAXES 48,968,161.00
	420	FEES AND CHARGES FOR SERVICES 10,632,739.00
	430	LICENSES AND PERMITS 860,000.00
	440	FINES AND FORFEITURES 420,000.00
	450	INTERGOVERNMENTAL 3,350,000.00
	460	INTERFUND REVENUE 25,000.00
	470	MISCELLANEOUS REVENUE 1,488,100.00
	480	OTHER FINANCING SOURCES <u>6,000.00</u>
		65,750,000.00
	500	SALARY 24,872,993.57
	510	BENEFITS 11,235,854.34
	520	MATERIALS AND SUPPLIES 2,362,900.14

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	530	SERVICES AND CHARGES	10,112,618.00
	540	CAPITAL OUTLAY & EQUIPMENT	9,402,000.00
	560	GRANTS IN AID	542,000.00
	580	TRANSFERS	7,101,649.00
			65,630,015.05
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10010101	AUDITOR		
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	410	TAXES	10,188,661.00
	420	FEES AND CHARGES FOR SERVICES	2,857,430.00
	430	LICENSES AND PERMITS	7,600.00
	450	INTERGOVERNMENTAL	1,550,830.00
			14,604,521.00
	500	SALARY	489,097.83
	510	BENEFITS	238,035.57
	520	MATERIALS AND SUPPLIES	7,450.00
	530	SERVICES AND CHARGES	25,535.00
			760,118.40
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10011101	COMMISSIONERS ADMIN		
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	420	FEES AND CHARGES FOR SERVICES	774,353.00
	470	MISCELLANEOUS REVENUE	200.00
			774,553.00
	500	SALARY	445,287.40
	510	BENEFITS	153,509.72
	520	MATERIALS AND SUPPLIES	3,000.00
	530	SERVICES AND CHARGES	9,450.00
			611,247.12
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10011102	COMMISSIONERS GENERAL		
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	410	TAXES	27,145,650.00
	450	INTERGOVERNMENTAL	1,184,694.00
	470	MISCELLANEOUS REVENUE	10,500.00
	480	OTHER FINANCING SOURCES	6,000.00
			28,346,844.00

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	520	MATERIALS AND SUPPLIES	21,100.00
	530	SERVICES AND CHARGES	1,454,575.00
	540	CAPITAL OUTLAY & EQUIPMENT	700,000.00
	560	GRANTS IN AID	542,000.00
	580	TRANSFERS	4,710,000.00
			7,427,675.00
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10011103		RECORDS CENTER	
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	420	FEES AND CHARGES FOR SERVICES	600.00
			600.00
	500	SALARY	87,256.00
	510	BENEFITS	37,681.61
	520	MATERIALS AND SUPPLIES	17,900.00
	530	SERVICES AND CHARGES	25,696.00
			168,533.61
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10011105		LAND AND BUILDINGS	
<hr/>			
	470	MISCELLANEOUS REVENUE	178,000.00
			178,000.00
	500	SALARY	741,546.46
	510	BENEFITS	489,438.38
	520	MATERIALS AND SUPPLIES	110,000.00
	530	SERVICES AND CHARGES	1,115,960.00
			2,456,944.84
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10011106		COUNTY GARAGE	
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	420	FEES AND CHARGES FOR SERVICES	20,000.00
			20,000.00
	500	SALARY	107,037.60
	510	BENEFITS	68,259.69
	520	MATERIALS AND SUPPLIES	720,300.00
	530	SERVICES AND CHARGES	29,500.00
			925,097.29

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1001107		ZONING	
420	FEES AND CHARGES FOR SERVICES		700.00
430	LICENSES AND PERMITS		<u>1,000.00</u>
			1,700.00
500	SALARY		3,595.00
510	BENEFITS		1,686.00
520	MATERIALS AND SUPPLIES		100.00
530	SERVICES AND CHARGES		<u>840.00</u>
			6,221.00
1001108		HUMAN RESOURCES	
470	MISCELLANEOUS REVENUE		<u>200.00</u>
			200.00
500	SALARY		139,796.59
510	BENEFITS		54,456.94
520	MATERIALS AND SUPPLIES		6,500.00
530	SERVICES AND CHARGES		<u>61,300.00</u>
			262,053.53
1001110		HUMAN SERVICES	
580	TRANSFERS		<u>2,391,649.00</u>
			2,391,649.00
10011202		PUBLIC DEFENDER	
420	FEES AND CHARGES FOR SERVICES		25,000.00
440	FINES AND FORFEITURES		100,000.00
450	INTERGOVERNMENTAL		450,000.00
470	MISCELLANEOUS REVENUE		<u>500.00</u>
			575,500.00
500	SALARY		65,894.40
510	BENEFITS		34,167.63
520	MATERIALS AND SUPPLIES		1,200.00
530	SERVICES AND CHARGES		1,409,325.00

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		1,510,587.03
10011301	CODE COMPLIANCE	
420	FEES AND CHARGES FOR SERVICES	226,925.00
430	LICENSES AND PERMITS	851,400.00
		1,078,325.00
500	SALARY	977,457.00
510	BENEFITS	448,760.00
520	MATERIALS AND SUPPLIES	14,200.00
530	SERVICES AND CHARGES	57,850.00
		1,498,267.00
10011303	EMERGENCY MEDICAL SERVICES	
470	MISCELLANEOUS REVENUE	15,000.00
		15,000.00
500	SALARY	5,764,256.90
510	BENEFITS	2,134,062.31
520	MATERIALS AND SUPPLIES	148,000.00
530	SERVICES AND CHARGES	1,065,900.00
540	CAPITAL OUTLAY & EQUIPMENT	182,000.00
		9,294,219.21
10011313	RAILROAD TASK FORCE	
530	SERVICES AND CHARGES	1,000.00
		1,000.00
10011501	COUNTY HOME	
530	SERVICES AND CHARGES	60,000.00
		60,000.00
10012101	PROSECUTING ATTORNEY	
420	FEES AND CHARGES FOR SERVICES	40,000.00
470	MISCELLANEOUS REVENUE	15,000.00
		55,000.00

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	500	SALARY	995,595.75
	510	BENEFITS	440,899.66
	520	MATERIALS AND SUPPLIES	19,000.00
	530	SERVICES AND CHARGES	145,400.00
			1,600,895.41
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10012301	VICTIMS ASSISTANCE		
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	500	SALARY	65,000.00
	510	BENEFITS	27,576.50
	520	MATERIALS AND SUPPLIES	600.00
	530	SERVICES AND CHARGES	3,460.00
			96,636.50
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10013101	RECORDER		
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	420	FEES AND CHARGES FOR SERVICES	928,300.00
			928,300.00
	500	SALARY	231,099.18
	510	BENEFITS	118,439.82
	520	MATERIALS AND SUPPLIES	2,650.00
	530	SERVICES AND CHARGES	4,650.00
			356,839.00
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10014101	TREASURER		
<hr/>			
	420	FEES AND CHARGES FOR SERVICES	930,561.00
	470	MISCELLANEOUS REVENUE	1,150,000.00
			2,080,561.00
	500	SALARY	179,929.20
	510	BENEFITS	101,297.56
	520	MATERIALS AND SUPPLIES	1,900.00
	530	SERVICES AND CHARGES	18,350.00
			301,476.76
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10016101	BOARD OF ELECTIONS		
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	420	FEES AND CHARGES FOR SERVICES	31,400.00
	450	INTERGOVERNMENTAL	

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		3,500.00
		34,900.00
500	SALARY	642,144.88
510	BENEFITS	280,897.33
520	MATERIALS AND SUPPLIES	31,000.00
530	SERVICES AND CHARGES	513,900.00
		1,467,942.21
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10020201	CLERK OF COURTS	
		500,820.00
420	FEES AND CHARGES FOR SERVICES	500,820.00
440	FINES AND FORFEITURES	60,500.00
460	INTERFUND REVENUE	25,000.00
470	MISCELLANEOUS REVENUE	25,200.00
		611,520.00
500	SALARY	435,258.72
510	BENEFITS	256,704.86
520	MATERIALS AND SUPPLIES	20,900.00
530	SERVICES AND CHARGES	34,900.00
		747,763.58
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10021201	COMMON PLEAS/WHITNEY	
		25,000.00
420	FEES AND CHARGES FOR SERVICES	25,000.00
		25,000.00
500	SALARY	455,437.06
510	BENEFITS	239,763.40
520	MATERIALS AND SUPPLIES	11,050.00
530	SERVICES AND CHARGES	24,250.00
		730,500.46
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10022201	COMMON PLEAS/KRUEGER	
		25,000.00
420	FEES AND CHARGES FOR SERVICES	25,000.00
		25,000.00
500	SALARY	422,652.80
510	BENEFITS	

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		217,486.39
520	MATERIALS AND SUPPLIES	12,250.00
530	SERVICES AND CHARGES	<u>43,150.00</u>
		695,539.19
10022202	ADULT COURT SERVICES	
500	SALARY	375,058.72
510	BENEFITS	162,809.30
530	SERVICES AND CHARGES	<u>4,000.00</u>
		541,868.02
10026201	JUVENILE COURT	
420	FEES AND CHARGES FOR SERVICES	230,000.00
440	FINES AND FORFEITURES	<u>16,000.00</u>
		246,000.00
500	SALARY	1,429,439.75
510	BENEFITS	740,873.24
520	MATERIALS AND SUPPLIES	21,750.00
530	SERVICES AND CHARGES	<u>232,200.00</u>
		2,424,262.99
10026202	JUVENILE CORRECTION CENTER	
530	SERVICES AND CHARGES	<u>682,606.00</u>
		682,606.00
10026318	COMMUNITY SERV RESTITUTION PRO	
420	FEES AND CHARGES FOR SERVICES	<u>25,000.00</u>
		25,000.00
500	SALARY	13,422.50
510	BENEFITS	<u>10,784.23</u>
		24,206.73
10026319	SCHOOL LIAISON	
420	FEES AND CHARGES FOR SERVICES	<u>106,500.00</u>
		106,500.00

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	500	SALARY	66,648.40
	510	BENEFITS	36,289.66
	530	SERVICES AND CHARGES	3,600.00
			106,538.06
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10026320	TEAM MENTOR		
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	420	FEES AND CHARGES FOR SERVICES	34,650.00
			34,650.00
	500	SALARY	25,698.82
	510	BENEFITS	8,982.77
			34,681.59
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10027201	PROBATE COURT		
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	420	FEES AND CHARGES FOR SERVICES	72,000.00
			72,000.00
	500	SALARY	230,274.06
	510	BENEFITS	109,862.08
	520	MATERIALS AND SUPPLIES	1,700.00
	530	SERVICES AND CHARGES	28,850.00
			370,686.14
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10029201	COMMON PLEAS/JURY COMMISSION		
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	500	SALARY	82,992.00
	510	BENEFITS	36,980.18
	520	MATERIALS AND SUPPLIES	2,800.00
	530	SERVICES AND CHARGES	105,525.00
			228,297.18
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10029202	COURT OF APPEALS		
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	530	SERVICES AND CHARGES	20,000.00
			20,000.00
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10029203	MUNICIPAL COURT		
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	420	FEES AND CHARGES FOR SERVICES	8,000.00

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	440	FINES AND FORFEITURES	178,000.00
			186,000.00
	500	SALARY	5,000.00
	510	BENEFITS	825.00
	530	SERVICES AND CHARGES	500,000.00
			505,825.00
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10030301	CORONER		
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	500	SALARY	120,029.92
	510	BENEFITS	87,280.92
	520	MATERIALS AND SUPPLIES	1,300.00
	530	SERVICES AND CHARGES	98,900.00
			307,510.84
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10031301	SHERIFF / DEPUTIES		
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	420	FEES AND CHARGES FOR SERVICES	540,500.00
	440	FINES AND FORFEITURES	35,500.00
	450	INTERGOVERNMENTAL	160,976.00
	470	MISCELLANEOUS REVENUE	5,500.00
			742,476.00
	500	SALARY	4,085,633.10
	510	BENEFITS	1,874,477.06
	520	MATERIALS AND SUPPLIES	275,000.00
	530	SERVICES AND CHARGES	399,550.00
			6,634,660.16
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10031302	SHERIFF PRISONER TRANSPORT		
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	530	SERVICES AND CHARGES	37,566.00
			37,566.00
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10031303	SHERIFF JAIL		
<hr/>			
	420	FEES AND CHARGES FOR SERVICES	50,000.00
	440	FINES AND FORFEITURES	30,000.00
	470	MISCELLANEOUS REVENUE	88,000.00
			88,000.00

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		168,000.00
500	SALARY	2,554,111.60
510	BENEFITS	1,204,634.06
520	MATERIALS AND SUPPLIES	793,000.00
530	SERVICES AND CHARGES	1,281,100.00
		5,832,845.66
10031304	SHERIFF CONVEYANCE FEES	
420	FEES AND CHARGES FOR SERVICES	900,000.00
		900,000.00
500	SALARY	2,106,443.00
510	BENEFITS	916,375.93
520	MATERIALS AND SUPPLIES	24,500.00
530	SERVICES AND CHARGES	15,100.00
		3,062,418.93
10031307	SHERIFF PAY FOR STAY	
420	FEES AND CHARGES FOR SERVICES	45,000.00
		45,000.00
500	SALARY	35,240.24
510	BENEFITS	22,681.01
520	MATERIALS AND SUPPLIES	500.00
530	SERVICES AND CHARGES	850.00
		59,271.25
10031308	SHERIFF FIRING RANGE	
520	MATERIALS AND SUPPLIES	1,300.00
530	SERVICES AND CHARGES	450.00
		1,750.00
10031315	SHERIFF - WEB CHECK	
420	FEES AND CHARGES FOR SERVICES	40,000.00
		40,000.00
530	SERVICES AND CHARGES	30,000.00

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		30,000.00
10031317	CONTRACT DEPUTIES	
420	FEES AND CHARGES FOR SERVICES	450,000.00
		450,000.00
500	SALARY	531,303.03
510	BENEFITS	250,761.03
		782,064.06
10031322	SHERIFF-SRO	
420	FEES AND CHARGES FOR SERVICES	245,000.00
		245,000.00
500	SALARY	331,596.73
510	BENEFITS	134,971.66
520	MATERIALS AND SUPPLIES	29,528.34
		496,096.73
10031327	PROJECT LIFESAVER	
520	MATERIALS AND SUPPLIES	1,821.80
		1,821.80
10031328	FEDERAL PRISONERS	
420	FEES AND CHARGES FOR SERVICES	1,500,000.00
		1,500,000.00
500	SALARY	488,858.96
510	BENEFITS	247,307.79
520	MATERIALS AND SUPPLIES	32,000.00
530	SERVICES AND CHARGES	8,000.00
		776,166.75
10040421	ROAD & BRIDGE PROJECTS	
410	TAXES	11,633,850.00
		11,633,850.00
530	SERVICES AND CHARGES	

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		375,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>8,520,000.00</u>
		8,895,000.00
10062601	VETERANS SERVICES	
500	SALARY	142,899.97
510	BENEFITS	46,835.05
520	MATERIALS AND SUPPLIES	28,600.00
530	SERVICES AND CHARGES	<u>184,330.00</u>
		402,665.02
10110107	UNCLAIMED MONIES	
470	MISCELLANEOUS REVENUE	<u>35,000.00</u>
		35,000.00
530	SERVICES AND CHARGES	75,000.00
580	TRANSFERS	<u>18,632.00</u>
		93,632.00
20110105	REA	
420	FEES AND CHARGES FOR SERVICES	<u>3,138,158.00</u>
		3,138,158.00
500	SALARY	590,001.19
510	BENEFITS	290,461.24
520	MATERIALS AND SUPPLIES	30,500.00
530	SERVICES AND CHARGES	1,147,270.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>15,000.00</u>
		2,073,232.43
20110106	REA GIS	
420	FEES AND CHARGES FOR SERVICES	<u>1,500.00</u>
		1,500.00
500	SALARY	314,956.58
510	BENEFITS	123,906.28
520	MATERIALS AND SUPPLIES	18,600.00
530	SERVICES AND CHARGES	

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		55,130.00
540	CAPITAL OUTLAY & EQUIPMENT	46,700.00
		559,292.86
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20315101	DATA CENTER FUND	
<hr/>		
460	INTERFUND REVENUE	693,601.90
		693,601.90
500	SALARY	338,219.75
510	BENEFITS	135,221.15
520	MATERIALS AND SUPPLIES	17,100.00
530	SERVICES AND CHARGES	186,061.00
540	CAPITAL OUTLAY & EQUIPMENT	17,000.00
		693,601.90
<hr/>		
20410301	DOG AND KENNEL AUDITOR	
<hr/>		
420	FEES AND CHARGES FOR SERVICES	5,200.00
		5,200.00
500	SALARY	20,069.00
510	BENEFITS	11,574.51
520	MATERIALS AND SUPPLIES	400.00
530	SERVICES AND CHARGES	10,008.00
		42,051.51
<hr/>		
20411305	DOG AND KENNEL	
<hr/>		
430	LICENSES AND PERMITS	200,000.00
440	FINES AND FORFEITURES	23,000.00
470	MISCELLANEOUS REVENUE	250.00
		223,250.00
500	SALARY	117,510.72
510	BENEFITS	48,773.52
520	MATERIALS AND SUPPLIES	12,950.00
530	SERVICES AND CHARGES	12,950.00
		192,184.24
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20683201	LAW LIBRARY RESOURCES BOARD	
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440	FINES AND FORFEITURES	305,600.00
470	MISCELLANEOUS REVENUE	48,150.00
		353,750.00
500	SALARY	40,000.00
510	BENEFITS	6,580.00
520	MATERIALS AND SUPPLIES	150,256.00
530	SERVICES AND CHARGES	130,574.00
		327,410.00

21011113 JOINT ECONOMIC DEVELOPMENT

420	FEES AND CHARGES FOR SERVICES	1,000.00
450	INTERGOVERNMENTAL	20,000.00
460	INTERFUND REVENUE	220,000.00
		241,000.00
500	SALARY	140,651.16
510	BENEFITS	36,025.11
520	MATERIALS AND SUPPLIES	2,800.00
530	SERVICES AND CHARGES	47,580.00
		227,056.27

21411306 911

410	TAXES	2,201,685.87
450	INTERGOVERNMENTAL	801,000.00
		3,002,685.87
500	SALARY	1,670,008.01
510	BENEFITS	703,603.58
520	MATERIALS AND SUPPLIES	155,000.00
530	SERVICES AND CHARGES	883,843.00
540	CAPITAL OUTLAY & EQUIPMENT	160,000.00
570	DEBT SERVICE	167,591.65
		3,740,046.24

21581301 EMERGENCY MANAGEMENT AGENCY

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	420	FEES AND CHARGES FOR SERVICES	91,050.00
	450	INTERGOVERNMENTAL	127,900.00
			218,950.00
	500	SALARY	141,000.00
	510	BENEFITS	64,230.00
	520	MATERIALS AND SUPPLIES	14,500.00
	530	SERVICES AND CHARGES	9,220.00
			228,950.00
<hr/>			
21581304	FY09 SHSGP		
	450	INTERGOVERNMENTAL	136,031.37
			136,031.37
	500	SALARY	21,921.33
	510	BENEFITS	14,163.85
	520	MATERIALS AND SUPPLIES	83,922.07
	540	CAPITAL OUTLAY & EQUIPMENT	10,000.00
			130,007.25
<hr/>			
21581307	FY08 SHSGP		
	450	INTERGOVERNMENTAL	21,392.74
			21,392.74
	520	MATERIALS AND SUPPLIES	1,007.45
			1,007.45
<hr/>			
21581308	FY08 CITIZEN CORP PROG GRANT		
	450	INTERGOVERNMENTAL	4,698.90
			4,698.90
	500	SALARY	1,478.75
	510	BENEFITS	243.25
	520	MATERIALS AND SUPPLIES	2,315.91
			4,037.91
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21911401	DITCH MAINTENANCE		
	410	TAXES	

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		679,000.00
420	FEES AND CHARGES FOR SERVICES	<u>15,000.00</u>
		694,000.00
520	MATERIALS AND SUPPLIES	50,000.00
530	SERVICES AND CHARGES	<u>463,725.00</u>
		513,725.00
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22111502	LITTER GRANT	
<hr/>		
450	INTERGOVERNMENTAL	<u>62,500.00</u>
		62,500.00
500	SALARY	38,000.00
510	BENEFITS	23,615.00
520	MATERIALS AND SUPPLIES	327.00
530	SERVICES AND CHARGES	<u>5,370.00</u>
		67,312.00
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22311611	WORKFORCE INVESTMENT ACT	
<hr/>		
450	INTERGOVERNMENTAL	<u>1,055,320.10</u>
		1,055,320.10
500	SALARY	32,647.00
510	BENEFITS	5,696.90
520	MATERIALS AND SUPPLIES	5,500.00
530	SERVICES AND CHARGES	411,900.00
580	TRANSFERS	<u>500,000.00</u>
		955,743.90
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22411601	JFS INCOM MAINTENANCE	
<hr/>		
450	INTERGOVERNMENTAL	1,977,805.18
460	INTERFUND REVENUE	296,649.00
470	MISCELLANEOUS REVENUE	<u>137,000.00</u>
		2,411,454.18
500	SALARY	948,357.80
510	BENEFITS	559,672.86
530	SERVICES AND CHARGES	

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		364,200.00
		1,872,230.66
22411602	JFS PRC	
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	20,000.00
		21,000.00
22411603	JFS WORKFORCE	
460	INTERFUND REVENUE	500,000.00
		500,000.00
500	SALARY	238,424.68
510	BENEFITS	157,408.87
520	MATERIALS AND SUPPLIES	3,100.00
530	SERVICES AND CHARGES	9,000.00
		407,933.55
22411604	JFS CHILD PROTECTION	
450	INTERGOVERNMENTAL	570,539.80
460	INTERFUND REVENUE	1,750,000.00
		2,320,539.80
500	SALARY	1,073,480.08
510	BENEFITS	542,491.47
530	SERVICES AND CHARGES	14,500.00
		1,630,471.55
22411605	JFS ADMINISTRATION	
500	SALARY	306,528.56
510	BENEFITS	151,727.95
520	MATERIALS AND SUPPLIES	29,000.00
530	SERVICES AND CHARGES	528,840.00
		1,016,096.51
22411606	JFS SOCIAL SERVICES	
450	INTERGOVERNMENTAL	103,053.00

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		103,053.00
500	SALARY	94,764.80
510	BENEFITS	66,240.81
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	4,000.00
		166,005.61
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22511607	CHILDREN SERVICES	
<hr/>		
450	INTERGOVERNMENTAL	1,162,878.80
460	INTERFUND REVENUE	2,095,000.00
470	MISCELLANEOUS REVENUE	90,000.00
		3,347,878.80
520	MATERIALS AND SUPPLIES	28,000.00
530	SERVICES AND CHARGES	1,927,100.00
580	TRANSFERS	1,750,000.00
		3,705,100.00
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22511613	CHILDREN SERVICE LOCAL FUNDS	
<hr/>		
470	MISCELLANEOUS REVENUE	5,000.00
		5,000.00
520	MATERIALS AND SUPPLIES	4,000.00
530	SERVICES AND CHARGES	1,000.00
		5,000.00
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22811609	CHILDREN'S TRUST FUND	
<hr/>		
450	INTERGOVERNMENTAL	39,183.00
		39,183.00
530	SERVICES AND CHARGES	40,162.95
		40,162.95
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23011702	PROGRAM INCOME	
<hr/>		
470	MISCELLANEOUS REVENUE	1,000.00
		1,000.00

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	530	SERVICES AND CHARGES	15,000.00
			15,000.00
23011705	CDBG FY09		
	450	INTERGOVERNMENTAL	35,182.04
			35,182.04
	530	SERVICES AND CHARGES	35,182.04
			35,182.04
23011706	CDBG FORMULA 2010		
	450	INTERGOVERNMENTAL	166,000.00
			166,000.00
	530	SERVICES AND CHARGES	166,000.00
			166,000.00
23111709	REVOLVING LOAN		
	470	MISCELLANEOUS REVENUE	25,132.32
			25,132.32
	530	SERVICES AND CHARGES	547,500.00
			547,500.00
23111711	DCHIP		
	530	SERVICES AND CHARGES	6,135.00
			6,135.00
23212103	JAG DRUG PROSECUTOR GRANT		
	450	INTERGOVERNMENTAL	27,117.85
			27,117.85
	500	SALARY	9,011.38
	510	BENEFITS	5,462.61
			14,473.99
23311324	RE-ENTRY TASK FORCE ARRA		
	450	INTERGOVERNMENTAL	

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		115,000.00
		115,000.00
500	SALARY	50,164.80
510	BENEFITS	22,572.94
520	MATERIALS AND SUPPLIES	1,440.00
530	SERVICES AND CHARGES	5,737.14
		79,914.88
23512102	DELINQUENT TAX/PROSECUTOR	
420	FEES AND CHARGES FOR SERVICES	200,000.00
		200,000.00
500	SALARY	117,863.59
510	BENEFITS	45,421.95
520	MATERIALS AND SUPPLIES	4,880.00
530	SERVICES AND CHARGES	19,340.00
		187,505.54
23612302	VICTIMS OF CRIME GRANT	
450	INTERGOVERNMENTAL	60,617.00
460	INTERFUND REVENUE	19,504.00
		80,121.00
500	SALARY	57,735.00
510	BENEFITS	22,386.00
		80,121.00
23711630	CSEA	
420	FEES AND CHARGES FOR SERVICES	380,000.00
450	INTERGOVERNMENTAL	1,321,379.28
470	MISCELLANEOUS REVENUE	4,500.00
		1,705,879.28
500	SALARY	775,182.86
510	BENEFITS	404,105.58
520	MATERIALS AND SUPPLIES	12,146.00
530	SERVICES AND CHARGES	

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		502,990.00
		1,694,424.44
24026326	JUV CRT RESTITUTION	
470	MISCELLANEOUS REVENUE	15,000.00
		15,000.00
530	SERVICES AND CHARGES	15,000.00
		15,000.00
24113102	COUNTY RECORDER EQUIPMENT	
420	FEES AND CHARGES FOR SERVICES	152,000.00
		152,000.00
520	MATERIALS AND SUPPLIES	14,000.00
530	SERVICES AND CHARGES	97,000.00
		111,000.00
24414102	DELINQUENT TAX/TREASURER	
420	FEES AND CHARGES FOR SERVICES	200,000.00
		200,000.00
500	SALARY	139,053.80
510	BENEFITS	69,744.89
520	MATERIALS AND SUPPLIES	14,000.00
530	SERVICES AND CHARGES	124,500.00
		347,298.69
24531324	SHERIFF ARRA JAG GRANT	
450	INTERGOVERNMENTAL	77,346.00
		77,346.00
24531326	SHERIFF ARRA SERVERS	
450	INTERGOVERNMENTAL	21,897.00
		21,897.00
24631330	DC JUSTICE & MENTAL HLTH CCP	
450	INTERGOVERNMENTAL	50,000.00

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470	MISCELLANEOUS REVENUE	12,500.00
		62,500.00
500	SALARY	58,240.00
520	MATERIALS AND SUPPLIES	440.00
530	SERVICES AND CHARGES	3,820.00
		62,500.00
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24820101	TITLE ADMINISTRATION	
<hr/>		
420	FEES AND CHARGES FOR SERVICES	800,000.00
		800,000.00
500	SALARY	116,518.09
510	BENEFITS	85,014.82
520	MATERIALS AND SUPPLIES	6,400.00
530	SERVICES AND CHARGES	29,000.00
580	TRANSFERS	25,000.00
		261,932.91
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24820102	NORTHPOINTE SATELLITE OFFICE	
<hr/>		
500	SALARY	177,087.69
510	BENEFITS	107,866.53
520	MATERIALS AND SUPPLIES	5,650.00
530	SERVICES AND CHARGES	79,500.00
		370,104.22
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24911311	DOMESTIC VIOLENCE COMMISSIONER	
<hr/>		
530	SERVICES AND CHARGES	32,000.00
		32,000.00
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24920301	DOMESTIC VIOLENCE CLK OF COURT	
<hr/>		
420	FEES AND CHARGES FOR SERVICES	18,000.00
		18,000.00
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24927301	DOMESTIC VIOLENCE PROBATE CRT	
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420	FEES AND CHARGES FOR SERVICES	14,000.00

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		14,000.00
25222203	COMMON PLEAS SPECIAL PROJECTS	
420	FEEES AND CHARGES FOR SERVICES	20,000.00
		20,000.00
520	MATERIALS AND SUPPLIES	5,000.00
540	CAPITAL OUTLAY & EQUIPMENT	45,000.00
		50,000.00
25422301	COMMUNITY BASED CORRECT GRANT	
450	INTERGOVERNMENTAL	165,732.00
		165,732.00
500	SALARY	103,987.52
510	BENEFITS	44,300.35
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	6,900.00
		160,187.87
25422308	COMM NON-RESIDENTIAL PROGRAM	
450	INTERGOVERNMENTAL	20,000.00
		20,000.00
500	SALARY	14,177.28
510	BENEFITS	4,909.76
520	MATERIALS AND SUPPLIES	583.00
		19,670.04
25622303	INTENSIVE SUPERVISION	
420	FEEES AND CHARGES FOR SERVICES	70,000.00
		70,000.00
520	MATERIALS AND SUPPLIES	37,500.00
530	SERVICES AND CHARGES	29,000.00
		66,500.00
25722304	INT SUPERVISION PROBATION	

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420	FEES AND CHARGES FOR SERVICES	43,000.00
		43,000.00
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	40,500.00
		43,000.00
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25822305	2010 SUPERVISION GRANT	
<hr/>		
450	INTERGOVERNMENTAL	9,000.00
		9,000.00
500	SALARY	14,700.00
510	BENEFITS	5,205.30
530	SERVICES AND CHARGES	200.00
		20,105.30
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25922307	MENTAL HEALTH DOCKET	
<hr/>		
450	INTERGOVERNMENTAL	32,250.00
460	INTERFUND REVENUE	6,800.00
		39,050.00
500	SALARY	32,760.00
510	BENEFITS	5,389.02
		38,149.02
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26026203	JUVENILE COURT DATA FUND	
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420	FEES AND CHARGES FOR SERVICES	11,000.00
		11,000.00
520	MATERIALS AND SUPPLIES	11,000.00
		11,000.00
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26126301	INDIGENT GUARDIAN	
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420	FEES AND CHARGES FOR SERVICES	16,500.00
		16,500.00
530	SERVICES AND CHARGES	16,500.00

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		16,500.00
26226206	FAMILY DRUG COURT ARRA	
450	INTERGOVERNMENTAL	13,750.00
		13,750.00
500	SALARY	9,280.00
510	BENEFITS	4,859.36
		14,139.36
26426303	PROBATION FUND	
450	INTERGOVERNMENTAL	1,500.00
470	MISCELLANEOUS REVENUE	10,000.00
		11,500.00
500	SALARY	6,424.70
510	BENEFITS	2,281.15
520	MATERIALS AND SUPPLIES	2,950.00
530	SERVICES AND CHARGES	2,000.00
		13,655.85
26526304	DISPUTE RESOLUTION	
420	FEES AND CHARGES FOR SERVICES	2,000.00
470	MISCELLANEOUS REVENUE	4,300.00
		6,300.00
500	SALARY	5,000.00
510	BENEFITS	1,415.00
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	10,000.00
		18,415.00
26626205	FAMILY DRUG COURT	
450	INTERGOVERNMENTAL	73,600.00
		73,600.00
500	SALARY	44,720.00
510	BENEFITS	13,800.44

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520	MATERIALS AND SUPPLIES	15,000.00
		73,520.44
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26726323	JUV CARE & CUSTODY RECLAIM	
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450	INTERGOVERNMENTAL	319,973.00
		319,973.00
500	SALARY	260,494.14
510	BENEFITS	135,945.98
		396,440.12
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26726324	YOUTH SERVICE / DIVERSION	
<hr/>		
450	INTERGOVERNMENTAL	130,783.00
		130,783.00
500	SALARY	124,165.98
510	BENEFITS	64,280.31
		188,446.29
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26926308	INDIGENT DRIVER ALCOHOL TREAT	
<hr/>		
450	INTERGOVERNMENTAL	300.00
		300.00
<hr/>		
27126310	JUVENILE ACCT INCENTIVE GRANT	
<hr/>		
520	MATERIALS AND SUPPLIES	4,000.00
		4,000.00
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27426313	CRIME VICTIMS GRANT	
<hr/>		
450	INTERGOVERNMENTAL	39,123.00
		39,123.00
500	SALARY	21,696.08
510	BENEFITS	17,481.32
		39,177.40
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27426314	CRIME VICTIMS CASA	
<hr/>		
450	INTERGOVERNMENTAL	20,068.00

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		20,068.00
500	SALARY	14,187.89
510	BENEFITS	5,891.10
		20,078.99
27526315	STATE VICTIM ASST GRANT	
450	INTERGOVERNMENTAL	22,331.00
		22,331.00
500	SALARY	13,450.37
510	BENEFITS	10,571.05
		24,021.42
27626316	JUVENILE COURT SPECIAL PROJECT	
420	FEES AND CHARGES FOR SERVICES	11,500.00
		11,500.00
520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	15,000.00
		30,000.00
27826325	JUVENILE COURT OTHER PROJECTS	
420	FEES AND CHARGES FOR SERVICES	25,000.00
		25,000.00
530	SERVICES AND CHARGES	80,000.00
		80,000.00
27929208	CP MEDIATION FORECLOSURE FUND	
420	FEES AND CHARGES FOR SERVICES	103,000.00
		103,000.00
530	SERVICES AND CHARGES	104,000.00
		104,000.00
28027204	PROBATE COURT DATA FUND	
420	FEES AND CHARGES FOR SERVICES	15,000.00

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		15,000.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	10,000.00
		20,000.00
28129204	COMMON PLEAS DATA FUND	
420	FEES AND CHARGES FOR SERVICES	40,000.00
470	MISCELLANEOUS REVENUE	150.00
		40,150.00
520	MATERIALS AND SUPPLIES	29,000.00
530	SERVICES AND CHARGES	27,000.00
		56,000.00
28229205	LEGAL RESEARCH	
420	FEES AND CHARGES FOR SERVICES	8,500.00
470	MISCELLANEOUS REVENUE	100.00
		8,600.00
520	MATERIALS AND SUPPLIES	15,000.00
		15,000.00
28329206	COMMON PLEAS GUARDIAN AD LITEM	
420	FEES AND CHARGES FOR SERVICES	18,500.00
		18,500.00
530	SERVICES AND CHARGES	20,000.00
		20,000.00
28429207	DOMESTIC RELATIONS FUND	
420	FEES AND CHARGES FOR SERVICES	18,000.00
		18,000.00
28531309	BALLISTIC VEST GRANT	
450	INTERGOVERNMENTAL	6,905.75
		6,905.75
28631311	LEAP GRANT	

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	450	INTERGOVERNMENTAL	58,031.14
			58,031.14
	500	SALARY	35,334.60
	510	BENEFITS	22,696.54
			58,031.14
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28631319	2010 LEAP GRANT		
	450	INTERGOVERNMENTAL	17,570.07
	470	MISCELLANEOUS REVENUE	5,856.69
			23,426.76
	500	SALARY	1,316.00
	510	BENEFITS	216.48
	520	MATERIALS AND SUPPLIES	2,133.12
	530	SERVICES AND CHARGES	6,216.64
			9,882.24
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28631320	SPECIAL GRANT DRUG TASK FORCE		
	520	MATERIALS AND SUPPLIES	8,100.24
			8,100.24
<hr/>			
28631329	LEAP FORWARD		
	450	INTERGOVERNMENTAL	52,942.61
			52,942.61
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28631331	LEAP PRESCRIPTION DRUG GRANT		
	450	INTERGOVERNMENTAL	8,000.00
			8,000.00
	500	SALARY	8,000.00
			8,000.00
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28831313	ROAD AND BRIDGE FINES		
	440	FINES AND FORFEITURES	60,000.00
	450	INTERGOVERNMENTAL	72,300.79

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		132,300.79
500	SALARY	128,677.03
510	BENEFITS	60,211.13
520	MATERIALS AND SUPPLIES	5,663.50
530	SERVICES AND CHARGES	5,585.00
		200,136.66
28931314	DRUG ENFORCEMENT & EDUCATION	
440	FINES AND FORFEITURES	3,200.00
		3,200.00
520	MATERIALS AND SUPPLIES	4,000.00
530	SERVICES AND CHARGES	4,839.24
		8,839.24
29031318	CONCEALED HANDGUN	
430	LICENSES AND PERMITS	80,000.00
		80,000.00
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	45,500.00
		50,500.00
29131321	LAW ENFORCEMENT CPT	
450	INTERGOVERNMENTAL	2,040.00
		2,040.00
530	SERVICES AND CHARGES	5,300.00
		5,300.00
29240001	MOTOR AND GAS FUND	
420	FEES AND CHARGES FOR SERVICES	740,000.00
430	LICENSES AND PERMITS	100,000.00
450	INTERGOVERNMENTAL	6,852,500.00
470	MISCELLANEOUS REVENUE	75,000.00
480	OTHER FINANCING SOURCES	1,000.00

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		7,768,500.00
500	SALARY	2,393,407.96
510	BENEFITS	1,106,900.98
520	MATERIALS AND SUPPLIES	128,070.00
530	SERVICES AND CHARGES	660,229.00
540	CAPITAL OUTLAY & EQUIPMENT	143,000.00
		4,431,607.94
29340403	OSMF FUND	
500	SALARY	1,181,166.12
510	BENEFITS	645,462.20
520	MATERIALS AND SUPPLIES	1,955,915.86
530	SERVICES AND CHARGES	1,030,761.65
540	CAPITAL OUTLAY & EQUIPMENT	581,710.00
		5,395,015.83
29440423	HOME RD GRADE SEPARATION	
450	INTERGOVERNMENTAL	3,100,000.00
		3,100,000.00
540	CAPITAL OUTLAY & EQUIPMENT	3,100,000.00
		3,100,000.00
29440424	BROWN RD BRIDGE OV BOKES CREEK	
450	INTERGOVERNMENTAL	1,235,000.00
		1,235,000.00
540	CAPITAL OUTLAY & EQUIPMENT	1,235,000.00
		1,235,000.00
29440425	HOME AND SR257 INTERSECTION	
450	INTERGOVERNMENTAL	1,200,000.00
		1,200,000.00
540	CAPITAL OUTLAY & EQUIPMENT	1,200,000.00
		1,200,000.00

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
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29552501		DEVELOPMENTAL DISABILITIES	
410	TAXES		11,729,078.00
420	FEES AND CHARGES FOR SERVICES		418,073.00
450	INTERGOVERNMENTAL		3,683,869.00
470	MISCELLANEOUS REVENUE		309,800.00
480	OTHER FINANCING SOURCES		<u>2,000.00</u>
			16,142,820.00
500	SALARY		5,445,226.00
510	BENEFITS		2,175,994.00
520	MATERIALS AND SUPPLIES		350,000.00
530	SERVICES AND CHARGES		1,704,184.00
540	CAPITAL OUTLAY & EQUIPMENT		365,000.00
560	GRANTS IN AID		<u>604,275.00</u>
			10,644,679.00
29552502		DEVEL DISABILITY INDIV PROGRAM	
530	SERVICES AND CHARGES		<u>8,880,202.00</u>
			8,880,202.00
40111402		PERMANENT IMPROVEMENT ADMIN	
410	TAXES		559,500.00
450	INTERGOVERNMENTAL		<u>88,000.00</u>
			647,500.00
520	MATERIALS AND SUPPLIES		1,000.00
530	SERVICES AND CHARGES		170,100.00
540	CAPITAL OUTLAY & EQUIPMENT		<u>154,900.00</u>
			326,000.00
40311409		DRAINAGE IMPROVEMENT	
470	MISCELLANEOUS REVENUE		<u>3,000.00</u>
			3,000.00
530	SERVICES AND CHARGES		<u>3,000.00</u>
			3,000.00

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40311417 DI RUDER #86 & TOOT #98		
530	SERVICES AND CHARGES	10,000.00
		10,000.00
40311421 DI DUTCHER #477 SCOTT #604		
530	SERVICES AND CHARGES	13,000.00
		13,000.00
40311425 DI SHEETS #318		
410	TAXES	3,300.00
		3,300.00
530	SERVICES AND CHARGES	100.00
		100.00
40311431 OBRIEN DITCH NO 440		
530	SERVICES AND CHARGES	17,000.00
		17,000.00
40311432 CHADWICK (2007) DITCH NO 135		
530	SERVICES AND CHARGES	7,000.00
		7,000.00
40311433 MIDWAY GARDENS DITCH PROJECT		
530	SERVICES AND CHARGES	5,000.00
		5,000.00
40940426 HOME AND CONCORD INTERSECTION		
450	INTERGOVERNMENTAL	435,000.00
		435,000.00
540	CAPITAL OUTLAY & EQUIPMENT	435,000.00
		435,000.00
41411434 2010 BOND JAIL EXPANSION		
520	MATERIALS AND SUPPLIES	10,000.00
540	CAPITAL OUTLAY & EQUIPMENT	150,000.00

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		160,000.00
41411435	2010 BOND/HAYES EXPANSION	
530	SERVICES AND CHARGES	50,000.00
540	CAPITAL OUTLAY & EQUIPMENT	175,000.00
		225,000.00
41540427	ROAD & BRIDGE CAPITAL PROJECTS	
540	CAPITAL OUTLAY & EQUIPMENT	6,000,000.00
		6,000,000.00
50111117	BOND RETIREMENT DEBT SERVICE	
460	INTERFUND REVENUE	3,905,857.50
		3,905,857.50
570	DEBT SERVICE	3,905,857.50
		3,905,857.50
50211119	BOND RETIREMENT CFOA	
410	TAXES	790,000.00
450	INTERGOVERNMENTAL	105,000.00
		895,000.00
530	SERVICES AND CHARGES	15,000.00
570	DEBT SERVICE	912,412.50
		927,412.50
50411121	BR RD IMP US23 LEWIS CENTER RD	
410	TAXES	207,000.00
		207,000.00
530	SERVICES AND CHARGES	10,000.00
570	DEBT SERVICE	197,348.14
		207,348.14
50511122	BR DITCH IMPROVEMENT PRIMMER	
410	TAXES	9,950.00

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		9,950.00
530	SERVICES AND CHARGES	250.00
570	DEBT SERVICE	9,620.00
		9,870.00
50611123	BR DITCH IMPROVEMENT SMITH	
410	TAXES	5,400.00
		5,400.00
530	SERVICES AND CHARGES	150.00
570	DEBT SERVICE	5,224.00
		5,374.00
50711124	BR DITCH IMPROVEMENT SACKETT	
410	TAXES	950.00
		950.00
530	SERVICES AND CHARGES	50.00
570	DEBT SERVICE	860.00
		910.00
50811125	BR SAWMILL PKWY EXT TIF	
410	TAXES	184,000.00
		184,000.00
530	SERVICES AND CHARGES	4,000.00
570	DEBT SERVICE	179,868.87
		183,868.87
50911126	BR OLENTANGY CROSSINGS TIF	
410	TAXES	116,200.00
		116,200.00
530	SERVICES AND CHARGES	1,300.00
570	DEBT SERVICE	114,825.00
		116,125.00
51011127	BR DITCH IMPROVEMENT GWINNER	

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	410	TAXES	6,100.00
			6,100.00
	530	SERVICES AND CHARGES	175.00
	570	DEBT SERVICE	5,960.00
			6,135.00
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5111128	BR DITCH IMPROVE OLD KINGSTON		
	410	TAXES	8,500.00
			8,500.00
	530	SERVICES AND CHARGES	250.00
	570	DEBT SERVICE	8,152.00
			8,402.00
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5121129	BR DITCH IMPROVEMENT COOMER		
	410	TAXES	19,000.00
			19,000.00
	530	SERVICES AND CHARGES	250.00
	570	DEBT SERVICE	18,504.00
			18,754.00
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5131130	BR DITCH IMPROVEMENT BASIGER		
	410	TAXES	25,200.00
			25,200.00
	530	SERVICES AND CHARGES	700.00
	570	DEBT SERVICE	24,474.00
			25,174.00
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5141131	BR DITCH IMPROVEMENT JONES TIM		
	410	TAXES	40,400.00
			40,400.00
	530	SERVICES AND CHARGES	1,100.00
	570	DEBT SERVICE	39,101.46

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		40,201.46
51511132	BR DI SHEETS #318	
410	TAXES	2,200.00
		2,200.00
530	SERVICES AND CHARGES	100.00
570	DEBT SERVICE	1,906.00
		2,006.00
51611133	BR DI BROOKVIEW	
410	TAXES	5,300.00
		5,300.00
530	SERVICES AND CHARGES	200.00
570	DEBT SERVICE	5,018.78
		5,218.78
51711134	BR DI MCNAMARA	
410	TAXES	5,800.00
		5,800.00
530	SERVICES AND CHARGES	250.00
570	DEBT SERVICE	5,458.50
		5,708.50
60111901	PROPERTY & CASUALTY INSURANCE	
460	INTERFUND REVENUE	500,000.00
470	MISCELLANEOUS REVENUE	100,000.00
		600,000.00
500	SALARY	61,137.80
510	BENEFITS	26,096.97
520	MATERIALS AND SUPPLIES	2,800.00
530	SERVICES AND CHARGES	910,700.00
		1,000,734.77
60211902	HEALTH INSURANCE	

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	420	FEES AND CHARGES FOR SERVICES	11,258,800.00
	470	MISCELLANEOUS REVENUE	77,000.00
			11,335,800.00
	500	SALARY	61,137.80
	510	BENEFITS	26,096.97
	520	MATERIALS AND SUPPLIES	3,000.00
	530	SERVICES AND CHARGES	11,600,400.00
			11,690,634.77
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61311923	SELF INSURED WORKERS COMP		
	420	FEES AND CHARGES FOR SERVICES	495,000.00
			495,000.00
	500	SALARY	50,715.34
	510	BENEFITS	25,226.67
	520	MATERIALS AND SUPPLIES	1,800.00
	530	SERVICES AND CHARGES	359,350.00
			437,092.01
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66211901	SEWER REVENUE FUND		
	470	MISCELLANEOUS REVENUE	2,000.00
			2,000.00
	500	SALARY	1,140,000.00
	510	BENEFITS	514,000.00
	520	MATERIALS AND SUPPLIES	73,000.00
	530	SERVICES AND CHARGES	411,500.00
			2,138,500.00
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66211902	SRF SANITARY ENGINEER		
	420	FEES AND CHARGES FOR SERVICES	60,000.00
	430	LICENSES AND PERMITS	1,000.00
			61,000.00
	520	MATERIALS AND SUPPLIES	13,550.00
	530	SERVICES AND CHARGES	

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		85,980.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>50,000.00</u>
		149,530.00
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66211903	SRF OECC	
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410	TAXES	275,000.00
420	FEES AND CHARGES FOR SERVICES	<u>4,600,000.00</u>
		4,875,000.00
520	MATERIALS AND SUPPLIES	391,275.00
530	SERVICES AND CHARGES	868,350.00
540	CAPITAL OUTLAY & EQUIPMENT	24,000.00
580	TRANSFERS	<u>1,905,000.00</u>
		3,188,625.00
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66211904	SRF ACWRF	
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410	TAXES	350,000.00
420	FEES AND CHARGES FOR SERVICES	<u>7,575,000.00</u>
		7,925,000.00
520	MATERIALS AND SUPPLIES	521,975.00
530	SERVICES AND CHARGES	1,198,250.00
540	CAPITAL OUTLAY & EQUIPMENT	24,000.00
580	TRANSFERS	<u>3,300,000.00</u>
		5,044,225.00
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66211905	SRF LSWRF	
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520	MATERIALS AND SUPPLIES	6,500.00
530	SERVICES AND CHARGES	<u>31,200.00</u>
		37,700.00
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66211906	SRF TARTAN FIELD	
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410	TAXES	17,000.00
420	FEES AND CHARGES FOR SERVICES	<u>182,000.00</u>
		199,000.00
520	MATERIALS AND SUPPLIES	61,650.00
530	SERVICES AND CHARGES	

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		72,565.00
540	CAPITAL OUTLAY & EQUIPMENT	16,000.00
580	TRANSFERS	<u>10,000.00</u>
		160,215.00
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66211907	SRF SCIOTO RESERVE	
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410	TAXES	30,000.00
420	FEES AND CHARGES FOR SERVICES	<u>460,000.00</u>
		490,000.00
520	MATERIALS AND SUPPLIES	42,400.00
530	SERVICES AND CHARGES	130,315.00
540	CAPITAL OUTLAY & EQUIPMENT	8,000.00
580	TRANSFERS	<u>200,000.00</u>
		380,715.00
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66211908	SRF BENT TREE	
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410	TAXES	1,000.00
420	FEES AND CHARGES FOR SERVICES	<u>19,000.00</u>
		20,000.00
520	MATERIALS AND SUPPLIES	12,750.00
530	SERVICES AND CHARGES	<u>4,600.00</u>
		17,350.00
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66211909	SRF HOOVER WDS	
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410	TAXES	700.00
420	FEES AND CHARGES FOR SERVICES	<u>21,000.00</u>
		21,700.00
520	MATERIALS AND SUPPLIES	11,350.00
530	SERVICES AND CHARGES	<u>10,690.00</u>
		22,040.00
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66211910	SRF SCIOTO HILLS	
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410	TAXES	2,500.00
420	FEES AND CHARGES FOR SERVICES	<u>49,000.00</u>

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		51,500.00
520	MATERIALS AND SUPPLIES	32,900.00
530	SERVICES AND CHARGES	25,765.00
		58,665.00
66211911	SRF NORTHSTAR	
410	TAXES	500.00
420	FEES AND CHARGES FOR SERVICES	10,500.00
		11,000.00
520	MATERIALS AND SUPPLIES	27,350.00
530	SERVICES AND CHARGES	70,940.00
540	CAPITAL OUTLAY & EQUIPMENT	8,000.00
		106,290.00
66211920	SEWER DISTRICT ADMIN	
500	SALARY	1,425,000.00
510	BENEFITS	864,450.00
		2,289,450.00
66311901	BOND SERVICE FUND	
460	INTERFUND REVENUE	3,029,975.00
		3,029,975.00
570	DEBT SERVICE	3,065,775.00
		3,065,775.00
66611903	URF OECC	
460	INTERFUND REVENUE	1,905,000.00
		1,905,000.00
530	SERVICES AND CHARGES	7,500.00
540	CAPITAL OUTLAY & EQUIPMENT	2,194,500.00
580	TRANSFERS	2,040,334.00
		4,242,334.00
66611904	URF ACWRF	

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460	INTERFUND REVENUE	<u>2,000,000.00</u>
		2,000,000.00
520	MATERIALS AND SUPPLIES	40,000.00
530	SERVICES AND CHARGES	140,000.00
540	CAPITAL OUTLAY & EQUIPMENT	925,000.00
580	TRANSFERS	<u>1,696,786.00</u>
		2,801,786.00
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66611905	URF LSWRF	
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540	CAPITAL OUTLAY & EQUIPMENT	<u>6,000,000.00</u>
		6,000,000.00
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66611906	URF TARTAN FIELD	
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460	INTERFUND REVENUE	<u>10,000.00</u>
		10,000.00
520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	15,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>110,000.00</u>
		140,000.00
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66611907	URF SCIOTO RESERVE	
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460	INTERFUND REVENUE	<u>200,000.00</u>
		200,000.00
520	MATERIALS AND SUPPLIES	4,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>50,000.00</u>
		54,000.00
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66711904	CENTRAL ALUM CREEK PROJECT	
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530	SERVICES AND CHARGES	<u>165,000.00</u>
		165,000.00
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66711905	CHESHIRE ELEMENTARY PROJECT	
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540	CAPITAL OUTLAY & EQUIPMENT	<u>30,000.00</u>
		30,000.00

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68011916		SOLID WASTE	
420	FEES AND CHARGES FOR SERVICES	165,000.00	
			165,000.00
500	SALARY	20,000.00	
510	BENEFITS	9,100.00	
520	MATERIALS AND SUPPLIES	3,000.00	
530	SERVICES AND CHARGES	44,800.00	
540	CAPITAL OUTLAY & EQUIPMENT	250,000.00	
			326,900.00
69340407		STORMWATER PHASE II	
420	FEES AND CHARGES FOR SERVICES	258,034.00	
			258,034.00
500	SALARY	173,058.65	
510	BENEFITS	81,792.55	
520	MATERIALS AND SUPPLIES	2,400.00	
530	SERVICES AND CHARGES	12,850.00	
			270,101.20
70161602		SERVICE COORDINATION	
450	INTERGOVERNMENTAL	97,499.00	
			97,499.00
530	SERVICES AND CHARGES	97,499.00	
			97,499.00
70161603		FAM & CHILD FIRST COUNCIL ADM	
450	INTERGOVERNMENTAL	19,028.00	
			19,028.00
530	SERVICES AND CHARGES	28,725.00	
			28,725.00
70161604		FCF PART C STIMULUS	
450	INTERGOVERNMENTAL		

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		77,208.00
		77,208.00
530	SERVICES AND CHARGES	77,208.00
		77,208.00
70161605	FCF SYSTEM OF CARE	
450	INTERGOVERNMENTAL	26,861.00
		26,861.00
530	SERVICES AND CHARGES	26,861.00
		26,861.00
70161606	HELP ME GROW GENERAL REVENUE	
450	INTERGOVERNMENTAL	332,014.00
		332,014.00
530	SERVICES AND CHARGES	378,014.00
		378,014.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-No Reports

Commissioner O'Brien

-Email From Brian Galligher With The EMA Department On Open Volunteer Positions With EMA

Commissioner Thompson

-Will Be Asking Chris Bauserman To Return A Call On How To Name A Driveway/Road For A Church Off Lewis Center Road

RESOLUTION NO. 10-1673

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. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 10:33AM.

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

RESOLUTION NO. 10-1674

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:55AM

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1675

IN THE MATTER OF ADJOURNING THE MEETING:

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

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners