

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 7, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

7:30 PM Public Hearing For Consideration Of The Meadows At Harvest Wind Ditch Maintenance Petition

7:45 PM Public Hearing For Consideration The Jones #279 Watershed Ditch Maintenance Petition

RESOLUTION NO. 11-113

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 3, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on February 3, 2011; 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

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-114

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0204, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0204:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0204, memo transfers in batch numbers MTAPR0204 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Account	Amount	Line
R1102157	B & C COMMUNICATION	2011 MAINTENANCE AGREEMENT	21411306 - 5328	\$21,696.00	0001
R1102193	FRONTIER NORTH INC	911 TELEPHONE CIRCUITS	21411306 - 5330	\$9,500.00	0001
R1102193	FRONTIER NORTH INC	MONTHLY TELEPHONE NON-BASIC	21411306 - 5330	\$15,000.00	0002
R1102209	CITY OF DUBLIN	2011 INTEROPERABLE MEMBERSHIP FEE	21411306 - 5308	\$5,334.00	0001
R1102214	COMMISSION ON ACCREDITATION FOR LAW	MEMBERSHIP FEE FOR 2011	21411306 - 5308	\$5,200.00	0001
R1102532	NORTHWOODS CONSULTING PARTNERS INC	SOFTWARE LICENSE	22411601 - 5316	\$6,400.00	0001
R1102532	NORTHWOODS CONSULTING PARTNERS INC	SCANNER	22411601 - 5260	\$4,104.00	0002

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R1102532	NORTHWOODS CONSULTING PARTNERS INC	MONITORS PRINTERS	22411601 - 5250	\$2,350.00	0003
R1102534	DELAWARE AREA CAREER CENTER	ONE STOP REIMBURSE JAN- DEC 2010	22311611 - 5348	\$32,248.00	0001
R1102570	DELAWARE COUNTY BANK & TRUST CO	LOCK BOX SERVICES FOR REGIONAL SEWER DISTRICT	66211901 - 5328	\$15,000.00	0001
R1102590	BOB BARKER CO INC	STACKABLE CHAIRS JAIL	41411434 - 5410	\$5,200.00	0001
R1102673	SOCIAL SECURITY	SSI REIMBURSEMENT	22511607 - 5319	\$6,000.00	0001
R1102313	HEALTH DEPT	HELP ME GROW	70161602-5348	\$ 61,453.27	001
R1102313	HEALTH DEPT	HELP ME GROW	70161602-5348	\$48,452.78	002
R1102313	HEALTH DEPT	HELP ME GROW	70161602-5348	\$263,370.18	003

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

RESOLUTION NO. 11-115

IN THE MATTER OF APPROVING PURCHASE ORDERS:

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

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1102530	MID OHIO DEVELOPMENT EXCHANGE	MEMBERSHIP 2011	21011113 - 5308	\$16,199.00	0001
R1102531	DELAWARE AREA CHAMBER OF COMMERCE	AWARDS DINNER	21011113 - 5310	\$100.00	0001
R1102622	COMSTOCK,GUS	BUSINESS AWARDS	21011113 - 5310	\$270.00	0001
R1102674	CHEMCOTE INC	FORMULA 2009 GRANT- OSTRANDER	23011705 - 5365	\$60,717.96	0001
R1102695	AMERICAN ARBITRATION ASSOC	CONSTRUCTION- VITITOE	21011113 - 5361	\$ 150.00	0001

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

RESOLUTION NO. 11-116

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Joseph Amato attend the Delaware Area Safety Council Program in Delaware, Ohio on February 8, 2011 at no cost.

Juvenile Court is requesting that Deb McCurdy and Sarah Krietemeyer attend a National CASA (Court Appointed Special Advocate) Conference in Chicago, Illinois March 19-22, 2011, at the cost of \$675.00 (Fund Number 27826325).

The Sheriff's Office is requesting that Angela Filbert attend a Justice and Mental Health Collaboration Program in Baltimore, Maryland February 7-9, 2011, at the cost of \$1,008.60 (grant funds).

The Sheriff's Office is requesting that Patty Freeman attend grant training Baltimore, Maryland February 7-9, 2011, at the cost of \$435.00 (grant funds).

The Sheriff's Office is requesting that Joseph Lynch attend grant training Baltimore, Maryland February 7-9, 2011, at the cost of \$435.00 (grant funds).

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The Sheriff’s Office is requesting that Jennifer Smith attend grant training Baltimore, Maryland February 7-9, 2011, at the cost of \$435.00 (grant funds).

The Engineer’s Office is requesting that Jack Jennings attend the 43<sup>rd</sup> annual Surveyor’s Conference in Morgantown, West Virginia February 23-27, 2011, at the cost of \$993.00. (Fund Number 29214001)

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

RESOLUTION NO. 11-117

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF DECEMBER 2010:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to accept the Treasurer’s Report for the month of December 2010.

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

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

RESOLUTION NO. 11-118

IN THE MATTER OF APPROVING THE RELEASING OF A LETTER OF CREDIT TO VILLAGE COMMUNITIES FOR ROYAL BELFAST WIDENING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Royal Belfast Widening

In October, 2010, your Board entered into agreement with Village Communities for the above referenced project. This project has been completed to the satisfaction of this office, and we therefore request approval to release the Letter of Credit posted as surety back to Village Communities.  
Chris Bauserman, P.E., P.S. Delaware County Engineer

Whereas, the Delaware County Engineer recommends to release the Letter of Credit posted as surety back to Village Communities;

Therefore Be It Resolved, that the Board of Commissioners approves releasing the Letter of Credit posted as surety back to Village Communities.

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

RESOLUTION NO. 11-119

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson 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
U11-008	CONSUMERS GS COOP	TRENTON ROAD	INSTALL GAS LINE
U11-009	CENTURY LINK	PORTER CENTRAL AND OLIVE GREEN	RELOCATE CABLE
U11-010	CENTURY LINK	CENTER VILLAGE RD	RELOCATE CABLE

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

RESOLUTION NO. 11-120

IN THE MATTER OF APPROVING APPROPRIATIONS FOR THE FY08 SHSGP ORGANIZATIONAL KEY:

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

WHEREAS, the Delaware County Board of Commissioners approved the appropriation of the Org Key FY08 SHSGP 21581307; and

WHEREAS, the EMA Board approved the appropriation for the grant for the 2011 budget;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the appropriation in account 21581307 as follows:

21581307-5301	Contracted Prof. Services	\$14,756.61
21581307-5201	Office Supplies	\$ 59.00

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

RESOLUTION NO. 11-121

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR A SITE TRAINER-GENERAL BUILDING  
MAINTENANCE POSITION FOR JOB AND FAMILY SERVICES:

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

Department of Job and Family Services

**TITLE:**                    Site Trainer-General Building Maintenance

**JOB OBJECTIVES:**        Individual is responsible for providing hands-on instruction, direction and training to program youth. Individual helps youth develop educational, career and employment goals and assures all the rules and regulations of the Workforce Development Training Program are being followed. Individual reports to the supervisor of Workforce Development. This is a seasonal position.

ESSENTIAL JOB FUNCTIONS:

- \* Oversees and monitors youth training crews;
- \* Instructs and assists youth on common manual labor and basic building maintenance duties for senior citizens to develop skills in the areas including, but not limited to, painting, weeding, lawn care, general cleaning and common household chores;
- \* Assures all policies, procedures, rules and regulations of the training and educational program are being followed at all times;
- \* Assists, trains and teaches youth on the job skills;
- \* Documents and maintains case notes of youth in the program;
- \* Responsible for the safety and location of youth at **ALL** times;
- \* Provides positive guidance and mentoring to youth at all times;
- \* Establishes the daily schedule of work to be completed and materials/supplies required for each job;
- \* Transports the work crew and supplies to and from the worksite using a County vehicle and trailer;
- \* Teaches and instructs youth with the skills necessary for specific projects and activities relating to job development;
- \* Completes daily, weekly and monthly reports; and
- \* Any other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

**I            JOB REQUIREMENTS**

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**Equipment:** Ability to operate a lawn mower, weed eater, rake, hoe, shovel, garden shears, garden prunners, paint brush, hammer, screwdriver and other general hand tools. Individual must have the ability to operate a cellular telephone, computer, copier, facsimile and any other equipment necessary to perform duties. Individual also uses rubber gloves, safety glasses and ear protection for safety, when necessary.

**Critical Skills/Expertise:**

- \* Knowledge of and the ability to follow 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;
- \* Ability to communicate, work with, train, teach and guide youth in an effective and efficient manner;
- \* Knowledge of safety protocols, First Aid, injury reporting, and first response calls;
- \* Ability to operate equipment necessary to maintain buildings and grounds;
- \* Ability to follow written instructions regarding proper use and care of power equipment, and preparation, storage, and proper use of cleaning agents;
- \* Ability to complete case notes, reports, time lines and correspondence;
- \* Ability to define and solve problems, collects data, establish facts, draw valid conclusions using judgment, and analytical skills;
- \* Ability to define problems, counsel and initiate corrective action with program youth;
- \* Thorough knowledge of and ability to apply effective supervisory skills to direct, motivate and manage the work crew;
- \* Extensive knowledge of and ability to apply program policies and procedures to assist the youth in the performance of their responsibilities;
- \* Ability to communicate effectively, both orally and in writing;
- \* Thorough knowledge of Minor Labor Laws and ability to follow laws relating to working with minors;
- \* Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- \* Ability to organize and maintain large volumes of confidential information and paperwork;
- \* Ability to effectively program plan independently and in collaboration with other staff units and outside agencies; and
- \* Ability to work independently, under pressure, and to set and achieve goals;

**Job Standards:** High School diploma and related work experience supervising youth combined with training in the building maintenance field required. 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 Minor Labor Laws, First Responder / First Aid Manual, Delaware County Policies and Procedures and the Summer Youth Operation Manual. Individual provides supervision, conflict resolution, assistance, training and motivation to youth typically from ages 14 to 21 years of age. The position requires the individual to continually supervise the youth who participate in the program. The individual must provide work related training to the youth and work with the youth to instill a positive work ethic and to maintain appropriate behavior.

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III. RESPONSIBILITY

Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments and establishing priorities. The individual operates independently in handling daily operations, normally receiving the supervisors input when needed. Work is reviewed in the process. Errors are generally readily detected in the normal course of work by standard checking resulting in little or no difficulty in loss of time to correct

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, coordinating services, and job development of the youth.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

- Physical Requirements:** The physical requirements of the position are identified as heavy work, which may require occasionally lifting weight up to fifty (50) pounds.
- Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, balancing, standing, stooping, walking, kneeling, crouching, crawling, climbing, pushing, pulling, lifting and grasping.
- Visual Activity:** The minimum visual activity of the job is at, or within arms length.
- Job Location:** Individual works both inside and outside and is exposed to temperatures above 100 degrees for period of more than one (1) hour. Individual is also exposed to atmospheric conditions such as sun, fumes, odors, dusts, mists, gases, or poor ventilation, poison ivy, poison oak.

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

RESOLUTION NO. 11-122

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Fund Transfers		
From	To	
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$ 306,196.24

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

RESOLUTION NO. 11-123

IN THE MATTER OF APPROVING AN AMENDMENT TO THE 2011 DYS GRANT FOR JUVENILE COURT AND A SUPPLEMENTAL APPROPRIATION FOR THE ADDITIONAL FUNDS:

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

ODYS funds	\$23,237.00
County funds	0
Match	0
Total	\$23,237.00

This grant allows us to provide additional services to youth who have committed a status offense.

Supplemental Appropriation		
26726323-5350	Juvenile Care & Custody/Human Services	\$ 14,700.00
26726323-5345	Juvenile Care & Custody/Safety & Security	\$ 2,867.00
26782610-5001	Monitoring/Compensation	\$ 4,500.00
26782610-5120	Monitoring/PERS	\$ 639.00
26782610-5131	Monitoring/Medicare	\$ 65.00
26782610-5102	Monitoring/Workers Comp	\$ 90.00
26782610-5101	Monitoring/Health Insurance	\$ 376.00

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

RESOLUTION NO. 11-124

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A TRANSFER OF  
APPROPRIATION FOR JUVENILE COURT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

<b>Supplemental Appropriation</b>		
27426313-5380	Crime Victims CASA/Other Services	\$ 12.00
<b>Transfer of Appropriation</b>		
<b>From</b>	<b>To</b>	
26626205-5201	26626205-5301	
Family Drug Court/General Supplies	Family Drug Court/Professional Services	\$ 5,000.00

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

RESOLUTION NO. 11-125

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND VILLAGE NETWORK FOR THE DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, an agreement with Village Network will allow the court to place youth who have committed a status offense in a short term placement ( respite) in lieu of using Central Ohio Youth Center; and

Whereas, this agreement is funded by additional funding from the Ohio Dept of Youth Services; and

Whereas, the County Juvenile Court recommends approval of the agreement between the Delaware County Commissioners and Village Network For The Delaware County Juvenile Court;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement between The Delaware County Commissioners and Village Network For The Delaware County Juvenile Court.

MASTER AGREEMENT FOR RESPITE CARE

This Master Agreement (“Agreement”) is entered into this 7<sup>th</sup> day of February, 2011 by and between The Village Network, Inc. (“Village Network”), an Ohio non-profit corporation, whose principal place of business is located at 3011 Akron Road Wooster, Ohio 44691, the Delaware County Juvenile Court (“DCJC”) whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015, and the Board of County Commissioners of Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (collectively “Parties”).

I PURPOSE:

The purpose of this Agreement is to state the covenants and conditions under which the Village Network will furnish respite care (“Respite”) for children in need of such care (“Child” or “Children”).

II TERM:

The term of this Agreement shall be inclusive of February 1, 2011 through June 30, 2011, unless otherwise terminated in accordance with the terms of this Agreement.

The term of this Agreement may be extended by written amendment to this Agreement stating that the Agreement is to be extended to a date certain. In order to be effective, any such amendment shall be signed by all Parties.

III SUB-AGREEMENTS:

As time is of the essence in placing Children in Respite, sub-agreements (“Sub-Agreements”) between Village Network, the DCJC, and the parent(s) of the Children (“Parent(s)”) will be entered on an as needed basis.

General terms and conditions for placing a child in Respite are contained within this Agreement. Any and all Sub-Agreements are subject to all terms and conditions contained within this Agreement.

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This Agreement is the source of funding for any and all Sub-Agreements. Rates will be set in individual Sub-Agreements, however, the maximum payment contained in this Agreement applies to the aggregate of all Sub-Agreements entered pursuant to and in connection with this Agreement.

The DCJC may enter Sub-Agreements to this Agreement, as needed, without additional approval of the Board.

By this reference any and all Sub-Agreements are incorporated into and made a part of this Agreement.

**IV. SCOPE OF SERVICES:**

The Village Network shall furnish Respite to Children identified in Sub-Agreements.

Respite shall be provided on the dates and times provided in the Child's Respite Care Plan ("Plan"). The Plan may from time to time be amended.

Respite for the Child shall be provided at the treatment foster home ("TFH") identified in the Plan.

Prior to placement in any TFH, Village Network shall assure and warrant that the TFH has obtained and, at all times while the Child is at or in the care of the TFH, that the TFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

If for any reason Respite for the Child is provided at a treatment foster home other than the TFH identified in the Plan, the Village Network shall immediately notify the DCJC and the Parent(s), both verbally and in writing, of the placement of the Child in an Alternative Treatment Foster Home ("ATFH"). Such notification shall include the name, address, and telephone number for the ATFH.

Prior to placement of the Child in any ATFH, Village Network shall assure and warrant that the ATFH has obtained and, at all times while the Child is at or in the care of the ATFH, that the ATFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

**V. FINANCIAL AGREEMENT:**

**A. RATES:**

The DCJC agrees to pay Village Network for Respite at the rates set and established in individual and respective Sub-Agreements.

For any full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per diem rates. For any part of a day or any period of time less than a full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per hour rate for the number of hours that the Child was placed in Respite, not to exceed the per diem rate. For any portion of an hour that a Child is in Respite with Village Network, the DCJC shall pay Village Network at the hourly rate prorated for that portion of the hour that the Child was in Respite.

The following definitions apply to this section:

1. "Hour" means sixty (60) minutes or any part thereof.
2. "Day" means twenty-four (24) hours.

**B. MAXIMUM PAYMENT:**

The maximum amount payable pursuant to this Agreement is Fourteen Thousand Seven Hundred Dollars and Zero Cents (\$14,700.00). It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

**C. INVOICING:**

Village Network shall provide proper itemized and detailed invoices to the DCJC.

"Proper Invoice" means an invoice meeting all of the following:

- ✗ Free from defects, discrepancies, errors, or other improprieties
- ✗ As applicable, shall include, but is not limited to including the following:
  - ? Contractor's proper name and address;
  - ? Contractor's federal employer identification number;
  - ? The purchase order number authorizing the purchase of services;
  - ? Invoice number;
  - ? Description of service performed;
  - ? Invoice total cost; and



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? All other information as otherwise specified and required by the DCJC.

Village Network shall support all costs by properly executed payroll, time records, invoices, contracts, vouchers, or other documentation.

Village Network shall submit hard copies of such proper invoices directly to the DCJC, as follows:

Katherine Murray  
Treatment Coordinator  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Payment shall be made to Village Network, under Village Network's federal employer identification number.

The DCJC shall have thirty (30) days after receipt of a proper invoice from Village Network to pay such invoice. The date of the warrant issued in payment shall be considered the date payment is made.

Defective invoices shall be returned to Village Network noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

**D. DUPLICATE BILLING:**

Village Network warrants that claims made to the DCJC for payment shall be for actual services rendered and do not duplicate claims made by Village Network to other sources of funding for the same services.

**E. OVERPAYMENTS:**

In case of overpayments, Village Network agrees to repay the DCJC the amount of overpayment and that to which it is entitled.

**VI. OBLIGATIONS OF VILLAGE NETWORK:**

In addition to Respite, the Village Network shall provide the following:

1. An initial meeting with the Child's Parent(s) (optional), the network coordinator, the selected respite family, and a DCJC representative to discuss the Child's problems and family-based approaches.
2. Establish the Child's record for Respite that will be maintained by Village Network.
3. Establish on-call backup provided by Village Network on-call staff. Backup will be provided by a Master Degree level clinician.
4. Summary reports completed by the respite family after each period the child is placed in Respite.
5. Communicate any concerns, unusual incidents, or behavioral problems in providing Respite to the Child.
6. Assist in establishing a plan for the specific dates and periods of time Respite will be provided for the Child.

**VII. OBLIGATIONS OF PARENT(S) AND/OR DCJC:**

The Parent(s)/DCJC shall provide the following:

1. Emergency Medical Agreement.
2. Changes to Emergency Medical Agreement. The Parent(s) and/or DCJC shall inform Village Network of any change in the Emergency Medical Agreement over the course of the Child's Respite at The Village Network.
3. Provide pertinent medical, psychological, and behavioral information.
4. Provide a 24-hour emergency telephone number.

**VIII. RECORDS:**

**A. INFORMATION REQUIREMENTS:**

Village Network shall provide such information to the DCJC as is necessary to meet the specific fiscal and program requirements contained in this Agreement. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

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**B. INDEPENDENT FINANCIAL RECORDS:**

Village Network shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCJC personnel.

**C. SERVICE DELIVERY RECORDS:**

Village Network shall maintain records of Services provided under this Agreement. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCJC personnel.

**D. AVAILABILITY AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the DCJC, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCJC may deem necessary, Village Network shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The DCJC and the above named parties shall be permitted by Village Network to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

Village Network, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Village Network shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

**IX. AUDIT:**

**A. RESPONSIBILITY FOR INDEPENDENT AUDIT:**

Village Network agrees, if required by the DCJC, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. Village Network is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCJC without cost to DCJC.

**B. RESPONSIBILITY FOR AUDIT EXCEPTIONS:**

Village Network agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Agreement. Village Network agrees to reimburse the DCJC the amount of any such audit exception.

**X. INDEPENDENT CONTRACTORS:**

Village Network agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Village Network and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCJC, the Board, or Delaware County, Ohio. Village Network assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**XI. INDEMNIFICATION:**

Village Network shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, Village Network agrees to indemnify and hold free and harmless the DCJC, the Board, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any action, inaction, accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature,

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negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Village Network's or any subcontractor's performance of this Agreement, including, but not limited to the performance, actions, or inactions of Village Network's or any subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) Village Network agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Village Network shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Village Network further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Village Network shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- B. Village Network shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

**XII. INSURANCE:**

**A. WORKER'S COMPENSATION INSURANCE:**

Village Network shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed with a limit no less than one million dollars (\$1,000,000.00) each accident or occurrence.

**B. GENERAL LIABILITY, VEHICLE, PROFESSIONAL INSURANCE:**

Village Network shall carry and maintain throughout the life of the Agreement such comprehensive general liability insurance, vehicle insurance, and any and all applicable professional liability insurance in amounts that are required by law, are commercially reasonable for entities providing the types of services contracted for in this Agreement, and/or as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith. Insurance shall also include coverage for indemnification as described above.

The DCJC, the Board, and Delaware County, Ohio shall all be named as additional insureds on any and all such insurance policies.

**C. PROOF OF INSURANCE:**

Upon request, Village Network shall promptly provide to the DCJC and/or the Board evidence of the insurance required by this Agreement.

**D. ADDITIONAL RIGHTS:**

In addition to the rights and protections provided by the insurance policies as required above, the DCJC and/or the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

**XIII. TERMINATION:**

**A. TERMINATION FOR CONVENIENCE:**

The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. Village Network shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**B. IMMEDIATE TERMINATION:**

The DCJC may immediately terminate this Agreement if the DCJC believes or determines that any Child in Respite with Village Network is in any danger. Such termination shall be effectuated by the DCJC by giving immediate verbal and written notice of such termination to Village Network. Upon receipt of notice of such termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

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**C. BREACH OR DEFAULT:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. Upon such immediate termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Village Network shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**D. WAIVER:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

**E. LOSS OF FUNDING:**

It is understood by Village Network that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the local, State and/or Federal governments. In the event that the local, State and/or Federal reimbursement is no longer available to the DCJC, Village Network understands that changes and/or termination of this Agreement will be required and necessary. Village Network agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCJC.

**F. RETURN OF CHILDREN**

Except where Children are immediately returned as provided herein pursuant to an immediate termination of this Agreement, upon receipt of notice of termination of this Agreement, Village Network shall work with DCJC to return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

**XIV. PROTECTED INFORMATION:**

Village Network shall not use or disclose any information, including protected health information, concerning any Child except as directly related to the administration of this Agreement.

**XV. CRIMINAL BACKGROUND CHECKS:**

Prior to providing services under this Agreement, Village Network, including, but not limited to, Respite provider(s) and all of Village Network's employees having direct contact with the Children, shall submit to criminal background checks. Criminal background checks shall be preformed and provided to the DCJC at no cost to the DCJC, the Board, or the Parent(s).

The DCJC reserves the right to terminate this Agreement or refuse to allow any of Village Network's Respite provider(s) or employees having direct contact with the Children provide services where the criminal background check is unsatisfactory to the DCJC. The DCJC shall be the sole determiner of whether a criminal background check is satisfactory.

**XVI. LICENSURE:**

If a license, professional license, permit, certificate, or similar registration with a governmental authority (collectively "Licensure") is required to perform the services required by this Agreement, Village Network and/or anyone providing services on behalf of Village Network shall have or obtain such Licensure prior to providing the services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Agreement. Before providing the services, Village Network shall provide proof to the DCJC of valid Licensure held in the name of Village Network or anyone providing services on behalf of Village Network.

**XVII. CIVIL RIGHTS:**

There shall be no discrimination against any client or any employee because of race, color, sex, religion, national

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origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. Village Network shall comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**XVIII. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

All services provided pursuant to this Agreement shall be made accessible to the disabled/handicapped. Village Network shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**XIX. DRUG-FREE ENVIRONMENT:**

Village Network shall comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Village Network shall make a good faith effort to ensure that all of its and any of its providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XX. DMA FORM STATEMENT:**

Village Network certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Village Network agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**XXI. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Village Network, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the DCJC and Board from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**XXII. FINDINGS FOR RECOVERY:**

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

**XXIII. NOTICES:**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

**DCJC/BOARD:**

Katherine Murray  
Treatment Coordinator  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Facsimile: (740) 833-2599

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**VILLAGE NETWORK:**

James T. Miller  
Executive Director  
P.O. Box 518  
Smithville, Ohio 44677

**XXIV. ASSIGNMENT:**

This Agreement and/or any of the rights or responsibilities it contains may not be assigned, transferred, or subcontracted to any other party without the express written consent of both the DCJC and the Board.

**XXV. GOVERNING LAW:**

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

**XXVI. SEVERABILITY:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**XXVII. ENTIRE AGREEMENT:**

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.

**XXVIII. SIGNATURES:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

**RESOLUTION NO. 11-126 was not utilized****RESOLUTION NO. 11-127**

**IN THE MATTER OF TABLING THE PRESENTED RESOLUTION (EXPRESSING THE BOARD'S  
SUPPORT FOR MENARDS' PROPOSED DEVELOPMENT PROJECT IN ORANGE TOWNSHIP AND  
CONTINGENT APPROVAL OF AN ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA  
AGREEMENT WITH MENARDS) TO THURSDAY TO ALLOW TIME TO ASK FOR A WRITTEN OPINION  
FROM THE PROSECUTOR'S OFFICE:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to table the presented resolution (Expressing The Board's Support For Menards' Proposed Development Project In Orange Township And Contingent Approval Of An Orange Township Community Reinvestment Area Agreement With Menards) To Thursday To Allow Time To Ask For A Written Opinion From The Prosecutor's Office.

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

**RESOLUTION NO. 11-128**

**7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE MEADOWS AT HARVEST WIND DITCH  
MAINTENANCE PETITION FILED BY THE MEADOWS AT HARVEST WIND CONDOMINIUM  
ASSOCIATION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing at 7:35PM.

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

**RESOLUTION NO. 11-129**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-  
SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE**

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**FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY  
COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 11-130**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE MEADOWS AT  
HARVEST WIND DITCH MAINTENANCE PETITION FILED BY REPRESENTATIVES FROM THE  
MEADOWS AT HARVEST WIND CONDOMINIUM ASSOCIATION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to close the hearing at 7:47PM.

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

**RESOLUTION NO. 11-131**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE  
COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES  
FOR THE MEADOWS AT HARVEST WIND DITCH MAINTENANCE PETITION FILED BY  
REPRESENTATIVES FROM THE MEADOWS AT HARVEST WIND CONDOMINIUM ASSOCIATION:**

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

Whereas, on September 20, 2010, a Ditch Maintenance Petition for The Meadows At Harvest Wind Watershed Area was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday the 29<sup>th</sup> day of November, 2010, conducted a view of the proposed improvements/maintenance area; and

Whereas, the Board on Monday the 7<sup>th</sup> day of February, 2011, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Meadows At Harvest Wind Watershed Maintenance Petition; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Meadows At Harvest Wind Watershed Ditch Maintenance Petition. The Board hereby fixes February 7, 2012 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE MEADOWS AT HARVEST WIND DITCH PROJECT 40311438.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

**RESOLUTION NO. 11-132**

**7:45 PM - PUBLIC HEARING FOR CONSIDERATION OF THE JONES #279 WATERSHED DITCH MAINTENANCE PETITION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to open the hearing at 7:47PM.

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

**RESOLUTION NO. 11-133**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 11-134**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE JONES #279 WATERSHED DITCH MAINTENANCE PETITION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 8:03PM.

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

**RESOLUTION NO. 11-135**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE JONES #279 WATERSHED DITCH MAINTENANCE PETITION:**

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

Whereas, on October 4, 2010, a Ditch Maintenance Petition for The Jones #279 Watershed Ditch was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday the 13<sup>th</sup> day of December, 2010, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 7<sup>th</sup> day of February, 2011, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Jones #279 Watershed Ditch Maintenance Petition; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Jones



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#279 Watershed Ditch Maintenance Petition. The Board hereby fixes February 7, 2012 as the date for filing of the engineer’s reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR The Jones #279 Watershed Ditch Maintenance Project 40311439.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

RESOLUTION NO. 11-136

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR PAYROLL FOR THE PROSECUTOR’S OFFICE JAG GRANT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Advance of Funds			
From	To		
10011102	23212103		\$6,277.55
Comm General	JAG Drug Prosecutor Grant		

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

RESOLUTION NO. 11-137

IN THE MATTER OF DESIGNATING SIGNATURE AUTHORITY ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) is responsible for the approval and execution of county contracts and administrative documents in support thereof; and

WHEREAS, the Board wishes to increase administrative efficiency by designating one of its members as the authorized signatory for county contracts and administrative documents in support thereof;

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

Section 1. The Board hereby authorizes the President of the Board, or in the President’s absence the Vice-President of the Board, to execute contracts entered into by the Board in accordance section 305.25 of the Revised Code. Such signature shall be on behalf of and binding upon the Board, in accordance with the laws of the State of Ohio.

Section 2. The Clerk of the Board shall confirm that all contracts presented for the Board’s consideration contain a signature block in accordance with Section 1 of this Resolution, which signature block shall include a reference to this Resolution and a space for the number of the resolution in which the contract is approved.

Section 3. The Board hereby authorizes the President of the Board, or in the President’s absence the Vice-President of the Board, to execute administrative documents in support of county contracts, provided however that the authorized signatory shall cause the Clerk of the Board to provide a copy of any such administrative document to the other members of the Board prior to execution thereof. Unless in the case of an emergency requiring immediate execution and delivery of an administrative document, the authorized signatory shall not execute and deliver the administrative document until the next regular session of the Board has been adjourned.

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

RESOLUTION NO. 11-138

IN THE MATTER OF ASSIGNING SUPERVISORY AUTHORITY OF THE ECONOMIC DEVELOPMENT

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DEPARTMENT TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, by resolution, provided that the Economic Development Director shall report to the Board as whole; and

WHEREAS, the Board has assumed direct supervisory authority over the Economic Development Director and responsibility for the approval of certain administrative documents for the Economic Development Department; and

WHEREAS, the Board wishes to increase administrative efficiency by assigning supervisory authority of the Economic Development Department to the County Administrator;

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

Section 1. The Board hereby assigns supervisory authority of the Economic Development Department to the County Administrator. As of the effective date of this Resolution, the Economic Development Director shall report directly to the County Administrator.

Section 2. The Board hereby amends Resolution No. 11-07 to authorize the following individuals to request expenditures of Economic Development Department funds within the appropriated amounts:

		<u>Payroll</u>	<u>Authorized to Request</u>	
			P.O.	Vouchers
<b>ECONOMIC DEVELOPMENT</b>				
#210	Director of Economic Development	X	X	X
	Economic Development Specialist		X	X
#230	Director of Economic Development		X	X
	Economic Development Specialist		X	X
#231	Director of Economic Development		X	X
	Economic Development Specialist		X	X
#408	Director of Economic Development		X	X
	Economic Development Specialist		X	X

Section 3. Based on the amendment to Resolution No. 11-07 in Section 2 hereof, the Board also specifically authorizes the County Administrator to make purchase order or voucher requests from any Economic Development Funds listed in Section 2 hereof.

Section 4. This Resolution shall be effective immediately upon adoption.

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

RESOLUTION NO. 11-139

IN THE MATTER OF CLOSING COUNTY OFFICES ON WEDNESDAY FEBRUARY 2, 2011:

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

WHEREAS: Delaware County, citizens were threatened due to widespread power outage and;

WHEREAS: On February 2, 2011, power outages were widespread across Delaware County and affected Delaware County buildings that caused unsafe conditions that existed for several hours.

Whereas, The local utility suppliers indicated it would possibly be several days before service would be restored and

Whereas, unsafe situations existed in the county which required the activation of the Emergency Operations Center,

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners, declared that County Offices affected by the power outages be closed on Wednesday, February 2, 2011, for the safety of the county citizens and employees:

The following policy shall govern employees under the direction of the Board of Commissioners:

Employees who were told not to report to work will be compensated for the number of hours they were scheduled to work during the power outage. Employees not scheduled to work because of scheduled

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vacation, sick or compensatory leave will be charged for the leave regardless of the declared emergency. If the vacation, sick or compensatory leave ended prior to the end of the declared emergency no leave time will be charged for the remainder of the emergency. Employees should code the leave as paid administrative leave on their time cards.

Those departments that require 24 hour staffing, were scheduled to work or were called in to work because they are considered “essential personnel” will be compensated their regular rate of pay for the hours in which they worked and will not receive additional hours during the emergency period. These departments include, but are not limited to: Emergency Medical Services, 911, Environmental Services, Facilities / Maintenance, and the Dog Shelter.

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

COMMISSIONERS’ COMMITTEES REPORTS

No Specific Reports; Commissioners Discussed How Best To Proceed With Future Request To The  
Prosecutor’s Office For Written Opinions

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners