

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 17, 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

RESOLUTION NO. 11-1194

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 13, 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 October 13, 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

Suzanne Pingry And Sue Hanson From Helpline And The Connections Volunteer Center -National "Make A Difference Day" Is The 4th Sunday Of October

ELECTED OFFICIAL COMMENT

Retirement Tribute Job And Family Services; Peg Watkins

RESOLUTION NO. 11-1195

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1014, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1014:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1014, memo transfers in batch numbers MTAPR1014 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
2K General	ADA Renovations Genoa	23111709-5365	\$ 16,000.00
Frontier	Services	10011105-5330	\$ 9,000.00
PNC	Facilities Procurement Card	10011105-5200	\$ 5,000.00

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

RESOLUTION NO. 11-1196

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Joshua Boliantz attend an Advanced Stroke Life Support Course at Grady Memorial Hospital November 11, 2011, at no cost.

The Emergency Medical Services Department is requesting that Eric Burgess attend an Advanced Stroke Life Support Course at Grady Hospital November 11, 2011, at no cost.

The Emergency Medical Services Department is requesting that Eric Burgess attend an Advanced Stroke Life Support Instructor Course at Riverside Methodist Hospital January 5, 2012, at no cost.

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The Emergency Medical Services Department is requesting that Eric Burgess participate in an E.M.P.A.C.T. Instructor Course on-line, at no cost.

The Engineer's Office is requesting that John Link and Joe Warner attend a 2011 Superintendents and Mechanics Conference in Mt. Sterling, Ohio October 26-27, 2011; at the cost of \$250.00 (Fund Number 29214001).

The Facilities Department is request that Jon Melvin attend a 2011 Top Gun-Midwest Construction Claims Seminar in Dublin, Ohio November 17, 2011 at the cost of \$169.00 (Fund Number 10011105).

Environmental Services is requesting that Ross Bigelow, Duane Matlack and Joe Scherler attend the 2011 Ohio Building Code, Ohio Mechanical Code and Ohio Plumbing Code Update Course in Columbus, Ohio from October 26, 2011 to November 30, 2011 at a total cost of \$625.00 from org key 10011301.

Environmental Services is requesting that Tiffany Jenkins and David Finney attend the 2011 Top Gun Construction Claims Seminar in Dublin, Ohio on November 17, 2011 at a total cost of \$338.00 from org key 66211902.

Environmental Services is requesting that Eric Kletrovetz and Matt Lambert attend a Ohio Construction Law seminar in Worthington, Ohio on October 27, 2011 at a total cost of \$518.00 from org key 66211902.

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

RESOLUTION NO. 11-1197

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM VINCENT J MARGELLO JR. 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. Thompson to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Vincent J Margello JR. has requested a new D5 permit located at 10379 Sawmill Parkway Liberty Township Powell, Ohio 43065, 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. 11-1198

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CHEN LIN FAMILY OWNED LLC DBA TOKYOS SUSHI 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. Thompson to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Chen Lin Family Owned LLC DBA Tokyos Sushi has requested a new D2 and D3 permits located at 9880 Brewster Lane Liberty Township Powell, Ohio 43065, 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. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-1199

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM AQIL MOHAMMAD KHAN DBA MASALA BBQ 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. Thompson to approve the following resolution:

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Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Aqil Mohammad Khan DBA Masala BBQ has requested new D1, D3, and D3 permits located at 7331 E. SR 37 Berkshire Township, Sunbury, Ohio 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. 11-1200

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN REALITY FARMS III, INC., AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Reality Farms III, Inc., for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Reality Farms III, Inc., for the Sawmill Parkway Extension.

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

WITNESSETH: On this 17th day of October, 2011, Reality Farms III, Inc., whose address is P. O. Box 854, New Castle, Kentucky 40050, 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)
15WL, 15CH 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 Three Hundred Thousand Dollars (\$300,000.00) 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 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.

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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, 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

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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 PURACHER, 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.

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

RESOLUTION NO. 11-1201

IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE MENTAL HEALTH DOCKET GRANT FOR ADULT COURT SERVICES:

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

Grant # 2010-JG-C01-6596
Source: Ohio Office of Criminal Justice Services
Grant Period: January 1, 2011 to December 31, 2011

Federal Grant Amount: \$ 30,000.00
Local Match: \$ 5,000.00
Local Match – City: \$ 5,000.00
Total Grant Amount: \$ 40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 11-1202

IN THE MATTER OF APPROVING THE THIRD QUARTER REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:

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

Grant # 2010-JG-C01-6270
Source: Ohio Office of Criminal Justice Services

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Grant Period: January 1, 2011 to December 31, 2011

Federal Grant Amount: \$ 25,000.00
Local Match: \$ 8,333.33
Total Grant Amount: \$ 33,333.33

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

RESOLUTION NO. 11-1203

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriation			
25922307-5001	Mental Health Docket/Compensation	\$	4,400.00
25922307-5101	Mental Health Docket/Hospital Insurance	\$	720.00
25822305-5001	2010 Supervision Grant/Compensation	\$	1,475.00
25822305-5101	2010 Supervision Grant/Hospital Insurance	\$	745.00

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

RESOLUTION NO. 11-1204

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MARYHAVEN INC.:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Maryhaven 1791 Alum Creek Drive Columbus, Ohio 43201 \$50,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 11-1205

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT FOR AND ON BEHALF OF THE FAMILY AND CHILDREN FIRST COUNCIL, AND THE OHIO DEPARTMENT OF HEALTH FOR THE HELP ME GROW HOME VISITING PROGRAM:

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

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Whereas, the Director of Job & Family Services recommends approval of the following agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement With The Ohio Department Of Health For The Help Me Grow Home Visiting Program.

**SUBSIDY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
DELAWARE COUNTY JOB & FAMILY SERVICES
ADMINISTRATIVE AGENT FOR AND ON BEHALF OF
THE FAMILY AND CHILDREN FIRST COUNCIL OF DELAWARE COUNTY
FOR THE HELP ME GROW HOME VISITING PROGRAM**

Contract # Fam-32 194 ADTS # 49777

PREAMBLE

The Ohio Department of Health (hereinafter "ODH") whose address is 246 North High Street, Columbus, Ohio 43215, and the Delaware County Job & Family Services, the Administrative Agent for and on behalf the Family and Children First Council of Delaware County, (hereinafter "County FCFC"), whose address is 140 N. Sandusky, Delaware, Ohio 43015-0570, hereby enter into this Subsidy Agreement (Agreement) as authorized by Am. Sub. HB 153 of the 129th General Assembly. For the purposes of this Subsidy Agreement, the term "parties" means ODH and the County FCFC collectively. The term "County Help Me Grow Home Visiting Program" refers to the entities responsible for carrying out the purpose and scope of this agreement including the program components in Delaware County. This subsidy agreement outlines the roles and responsibilities of those signing it and is for the sole purpose of delivering the Help Me Grow Home Visiting program to Ohio families, therefore any unspent funds remaining at the end of the fiscal year (June 30, 2012) must be spent on Help Me Grow Home Visiting only and cannot be used for other purposes or programs.

PURPOSE AND SCOPE

WHEREAS, the County FCFC wishes to administer and monitor funds made available through the Help Me Grow line item in the state biennial budget to ODH to implement and maintain a coordinated, community-based infrastructure that promotes family-centered services for expectant parents, newborns, infants, toddlers and their families in collaboration and cooperation with other state and local agencies. Activities conducted through the County Help Me Grow Home Visiting Program shall support the following commitments to family and child-well being:

- Increase healthy pregnancies
- Improve parenting confidence and competence
- Increase family connectedness to community and social support
- Improve child health, development and readiness;

WHEREAS, the provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of THE OHIO DEPARTMENT OF HEALTH to protect and improve the health of all Ohioans;

NOW THEREFORE, THE OHIO DEPARTMENT OF HEALTH will provide to the County FCFC an amount not to exceed \$60,822.00 for state fiscal year 2012 to provide program services for expectant parents and children under age three who meet the eligibility requirements set forth in rule 3701-8-03(B) of the Ohio Administrative Code.

I. Objectives:

The objectives of this Agreement are to (1) set forth the process by which ODH will distribute funds to the County FCFC; and (2) to define the responsibilities of the respective parties for the administration of the program. ODH and the County FCFC, in consideration of the mutual promises hereinafter expressed and intending to be legally bound, agree to the following.

II. Responsibilities of the County FCFC
The County FCFC shall:

A. Administer and monitor funds provided to the County Help Me Grow Home Visiting Program by ODH through the state biennial budget for fiscal year 2012 for carrying out all of the following Program Components as further described in Attachment 1, which is incorporated herein):

1. Outreach, child find, intake and referral, and parent's rights;

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- 2. Screening, assessment, and program evaluation;
- 3. Home visitation by home visitors;
- 4. Parent education using an evidenced-based curriculum approved by ODH;
- 5. Family need-based referral and resource linkage; and
- 6. Transition into a development-enhancing program at age three.

B. Assure that services are:

- 1. Established by a partnership between families and community resources
- 2. Voluntary and non-punitive;
- 3. Culturally sensitive and responsive to families;
- 4. Transitional - families use services when they are in need; involvement ends when their needs have been resolved or when the family chooses to exit;
- 5. Focused on prevention;
- 6. Delivered in the home;
- 7. Respectful of families as equal partners in planning;
- 8. Based on a local partnership with the Family and Children First Council and community organizations;
- 9. Accessible through a highly visible, neutral point of contact (Centralized Intake and Referral);
- 10. Holistic (providing health, educational, developmental and social services), utilizing the strengths of the family and community to enhance the development of the young children in the family and foster the family's self sufficiency;
- 11. Offered to parents prenatally and infants and toddlers who meet eligibility criteria; and
- 12. Supportive to parents so that their parenting confidence and competence is maximized.

C. Comply with and assure that all agencies contracting with the County FCFC comply with Help Me Grow rules codified in Chapter 3701- 8 of the Ohio Administrative Code; and Help Me Grow Policies, as applicable.

D. Assure that existing community services to families of children prenatal to age three are continued, to the extent possible and within the signor's control.

E. Assure that the confidentiality and privacy of each child and family record is maintained.

F. Agree to work with the Ohio Department of Health, Bureau of Early Intervention Services, Ohio Family and Children First and community organizations in implementing Help Me Grow and in meeting the Help Me Grow, Program Goals and Performance Measures (herein referred to and incorporated as Attachment 1).

G. Assure that home visitors in the County Help Me Grow Home Visiting Program meet minimum requirements for hire as a home visitor, obtain initial credential within timelines required, and maintain credential with renewal every two calendar years as required by ODH.

H. Assure that home visitors meet ODH training requirements and receive at least the minimum number of hours of clinical supervision per month as required by ODH.

I. Assure all County FCFC Subcontractors for Help Me Grow services comply with the data collection, data entry and data reporting in the Early Track system as mandated by ODH. Assure all required data is accurately and completely entered into the Early Track data system in a timely manner. Timely is defined as within thirty (30) days of the update or occurrence as stated in HMG Data Collection, Data Management and Reporting Policy.

J. Submit a proposed budget for the use of GRF funds as a part of this agreement on the required Excel form (Attachment 2A). The proposed GRF budget must be submitted on paper along with the signed subsidy agreement with original signature in blue ink. An electronic copy of the proposed budget must also be submitted via e-mail to the county assigned Help Me Grow Technical Assistance Program Consultant (see Attachment 5 for Consultant name and contact information).

K. Quarterly and final expenditure reports shall be submitted via electronic mail to the county assigned Help Me Grow Technical Assistance Program Consultant using the required excel form (Attachment 2A) on or before 4:00 p.m. on the dates listed below:

Required Expenditure Reports and Corresponding Due Dates

Quarter	Dates	Due Date
First Quarter	7/1/2011 - 9/30/2011	October 15, 2011
Second Quarter	10/1/2011 - 12/31/2011	January 15, 2012
Third Quarter	1/1/2012— 3/31/2012	April 15, 2012
Fourth Quarter	4/1/2012 — 6/30/2012	July 15, 2012
Final Report	7/1/2011 - 6/30/2012	August 15, 2012

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Failure to submit reports by the due dates and in the manner required in J and K above will result in the disbursement of quarterly payments being delayed.

L. Complete the questions on Attachment 3 "County Implementation of the HMG Home Visiting Program (Year 2) in narrative. Submit your responses via email to your county-assigned Help Me Grow Technical Assistance Program Consultant (see Attachment 5) no later than August 26, 2011.

M.. Submit a completed Attachment 213: HMG Subsidy Agreement Supplemental Budget via e-mail to the county assigned Help Me Grow Home Visiting Program Consultant with the first quarter expenditure report due October 15, 2011.

N. Submit one HMGHV success story (using Attachment 4) with the second quarter expenditure report due January 15, 2012.

O. Submit an answer to the final report question (using Attachment 3) with the final expenditure report due August 15, 2012.

P. To support the transition of the county toward meeting expected service levels for Help Me Grow Home Visiting and Part C, the County FCFC may use up to 38% of the amount allocated under this agreement for State Fiscal Year 2012 for the Help Me Grow Part C program. Notwithstanding the terms of this agreement, if any of these funds are used to support the Help Me Grow Part C program, the County FCFC agrees to use the funds in accordance with the Part C program activities as assured in the Part C grant with ODH and in accordance with the Federal Part C regulations and OAC rules set forth in Chapter 3701-8.

Q. Submit an electronic list of all providers with whom you contract to provide home visiting services within Help Me Grow home visiting in an excel spreadsheet which includes agency name, mailing address, agency contact person's name, telephone number with area code, and email address with the first quarter expenditure report due October 15, 2011.

III. Responsibilities of ODH
ODH agrees to:

A. Forward to the County FCFC in quarterly intervals, an amount not to exceed \$15,205.50 per quarter for the period July 1, 2011 through June 30, 2012 (hereinafter "fiscal year 2012") to provide Help Me Grow Home Visiting program services for expectant parents and children under age three who meet the eligibility requirements set forth in rule 3701-8-03(B) of the Ohio Administrative Code.

B. Ensure that that each county has at least one, but no more than 4, Early Track system administrators.

C. Ensure that County FCFC subcontractors are provided access to the Early Track data system to be used for reporting program activities and related expenditures.

D. If at any time during the term of this Agreement, ODH determines that the County FCFC is not using the funds allocated in accordance with the terms of this Agreement or if data, including expenditure reports, are not entered in a timely manner, ODH may withhold future quarterly payments.

IV. Duration

This Agreement shall become effective on July 1, 2011 or upon the execution of both parties, which ever occurs later, and shall continue in effect until June 30, 2012. It may be terminated by either party upon sixty (60) days advance written notice to the other party. If, at any time, ODH experiences insufficient funds to make future payments under this Agreement, ODH may terminate the Agreement immediately upon written notice to the County FCFC. The Agreement may be amended by mutual written agreement of the parties. Please note that with the expectation of Medicaid reimbursement being put into place within Help Me Grow Home Visiting during state fiscal year 2012, this agreement will need amendment and/or termination, with the required sixty (60) days advance written notice, at that time.

V. Disclosure of Personal Health Information (Provisions for Compliance with the Health Insurance Portability and Accountability Act of 1996- HIPAA)

A. Definition

Protected Health Information (hereinafter "PHI") is information received from or on behalf of ODH that meets the definition of PHI as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501, and any amendments thereto.

B. Permitted Uses and Disclosures

The County FCFC shall not use or disclose PHI except as provided within this Agreement solely to fulfill the specific contract activities specified herein or as otherwise required under the HIPAA regulations or other applicable law. All subcontractors and agents of the County FCFC are limited to the uses or disclosures that

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ODH is permitted by HIPAA to conduct.

C. Safeguards

The County FCFC shall use appropriate safeguards to protect against use or disclosure of PHI not provided for by this Agreement.

D. Reporting of Disclosure

The County FCFC shall promptly report to ODH, any knowledge of uses or disclosures of PHI that are not in accordance with this contract or applicable law. In addition, the County FCFC shall mitigate any adverse effects of such a breach to the extent possible.

E. Agents and Subcontractors

The County FCFC shall ensure that all of its agents and subcontractors that receive PHI from or on behalf of or create PHI on behalf of ODH agree to the same restrictions and conditions that apply to ODH with respect to the use or disclosure of PHI.

F. Accessibility of Information

The County FCFC shall make available to ODH such information as it may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Sections 164.524 and 164.528 and any amendments thereto.

G. Amendments of Information

The County FCFC shall make PHI available to ODH in order for ODH to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODH, incorporate any amendments into the information held by the County FCFC and ensure incorporation of any such amendments into information held by its agents or subcontractors.

H. Disclosure

The County FCFC shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODH, or created or received by the County FCFC on behalf of ODH, to ODH and to the Secretary of the United States Department of Health and Human Services for the purpose of determining ODH's compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendments thereto.

I. Material Breach

In the event of a material breach of the County FCFC obligations under this section, ODH may at its option terminate this Agreement with regard to the County FCFC. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or nature, is intended to remain effective and to continue to operate in the event of termination.

J. Return or Destruction of Information

Upon termination of this Agreement, the County FCFC, at its option, shall return to ODH, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODH or required by law. If the County FCFC or its agent or subcontractor destroys any PHI then the County FCFC will provide the ODH documentation evidencing such destruction. Any PHI maintained by the County FCFC shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

K. Management and Administration

ODH permits the County FCFC to use PHI obtained from ODH for management and administration purposes or to carry out legal responsibilities. ODH permits the County FCFC to disclose PHI obtained from ODH if the disclosure is required by law.

L. The County FCFC hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. The County FCFC will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement [ref. 45 C.F.R.164.504(e)(2)(ii)]. The County FCFC shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by this Agreement.

M. The County FCFC hereby agrees that anytime information is provided or made available to any subcontractor or agent, the County FCFC must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Contracts must be made available for review by ODH upon request. Further, the County FCFC agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of the County FCFC obligations under this Agreement.

VI. General Provisions:

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The parties to this Agreement agree that:

- A. This Agreement and the obligations of the parties hereto are subject to the provisions of Section 126.07 of the Revised Code.
- B. In the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, veteran status, or any other factor specified in the Civil Rights Act of 1964, as amended, in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- C. No party is responsible to the other parties for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.
- D. The County FCFC agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto the County FCFC.
- E. Each paragraph of this Agreement is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or part thereof. The remainder of the Agreement remains fully enforceable.
- F. All the terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by the parties.
- G. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- H. County FCFC represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and County FCFC shall immediately repay to ODH any funds paid under this Agreement.

(Exhibits available in the Commissioners' Office and Department of Job and Family Services until no longer of administrative value)

**Attachment 3 – Delaware County Implementation of the HMG HV Program (Year 2)
HMG SFY2012 Subsidy Agreement**

1. Explain how your county will continue to implement the Help Me Grow Home Visiting Program. Address the following areas in your responses:

The Delaware County Dept. of Job and Family Services, on behalf of the Delaware County Family & Children First Council, contracts with the Delaware General Health District to implement the Help Me Grow Home Visiting Program.

- a) What steps will your county take in state fiscal year 2012 to continue to find children & families who meet the following eligibility criteria?
 1. Explain how your county will continue to implement the Help Me Grow Home Visiting Program. Address the following areas in your responses:
The Delaware County Dept. of Job and Family Services, on behalf of the Delaware County Family & Children First Council, contracts with the Delaware General Health District to implement the Help Me Grow Home Visiting Program.
 - a) What steps will your county take in state fiscal year 2012 to continue to find children & families who meet the following eligibility criteria?
 - First time parents of an infant under the age of six months at the time of referral with a family income not in excess of 200% of Federal Poverty Level (FPL);
 - Expectant, first-time parents with a family income not in excess of 200% of FPL;
 - Children who are the victims of a substantiated case of child abuse or neglect under the age of three years at the time of child find referral; and
 - Children under age three who have a parent on active military duty.
- The Help Me Grow staff provides informational presentations to potential referring agencies/services and community groups. Presentations focus on promoting and educating the community and parents about Home Visiting services. Help Me Grow staff typically present to parents enrolled in the WIC program, the Juvenile Court M.O.M.S. Mentoring program, a variety of Community Moms Support Groups, Kiwanis, Rotary Clubs, Children Services, Faith-based organizations, the Red Cross Annual Military Event, and the Delaware County Family and Children First Council. Information is also distributed at a variety of Health Fairs and the local Delaware County Fair.

In addition to the presentations, the Delaware General Health District mails a newsletter, to all families in Delaware County with a newborn that describes services available for young children. HMG Home Visiting services are included in this newsletter and describe the above eligibility requirements. In addition, information about Help Me Grow is included in the Delaware General Health District's Annual Report. This report is distributed to every household in the Health

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District.

The Delaware General Health District offers a childhood immunization clinic. HMG Home Visiting information is available to parents bringing birth to 6 month old children into the clinics. The WIC staff provides HMG Home Visiting information to pregnant women and to first time mothers with children less than 6 months.

A community outreach brochure was developed by the Delaware County Family and Children First Council's Birth to Six Committee. This brochure will continue to be distributed throughout FY12. The brochure lists services in Delaware County, available to children, birth to five, and includes Help Me Grow Home Visiting Services.

Describe the methods your county has used which have been successful for engaging new families in HMG home visiting.

The activities mentioned above have been successful in engaging new families in the Home Visiting Program. Other methods used to engage families are providing board books during home visits that parents can use to encourage literacy development and providing families with donations from local churches and the Friends for Life program such as developmentally appropriate toys, diapers, and gently used clothing.

b) Describe the methods your county has used which have been successful for retaining families in HMG home visiting.

Providing the above incentives have assisted in retaining families in the HMG Home Visiting program. The Parents as Teachers curriculum has also proven to be beneficial by providing a quality resource to assist in planning home visits. Delaware County has been fortunate to have quality home visitors who are passionate about the mission of the HMG Home Visiting Program and dedicated to making a difference in the lives of young children.

c) Describe how your Family and Children First Council and Help Me Grow Program will coordinate with other Maternal and Child Health programs (e.g., Family Planning, Perinatal, Child Health, WIC, BCMH, Ohio Infant Mortality Reduction) to ensure early identification of HMG Participants who meet these eligibility standards.

The Delaware County Family and Children First Council (DCFCFC) oversees the implementation of the Early Childhood Coordinating Committee. The ECCC coordinates services to the birth to six target population. The DCFCFC also encourages presentations directly related to the HMG Home Visiting program. Recently the staff from the Alternative Response program at the Delaware County Dept. of Job and Family Services presented an overview of the program. Help Me Grow has subsequently been in contact with the Alternative Response staff to arrange a future presentation on HMG Home Visiting program.

The Child and Family Health Services (CFHS) project, WIC, BCMH, Early Head Start, and the Help Me Grow program are all located at the Delaware General Health District. This facilitates the cooperation and collaboration between the programs. The Delaware CFHS project transitioned from the provision of family planning services and direct care and moved toward prevention programming. Currently the CFHS project is focused on childhood obesity and chronic disease prevention. The CFHS project funds the Healthy Children, Healthy Weights program. This program focuses on obesity prevention lessons and works with local childcare centers to improve nutrition and increase physical activity in young children. The HMG staff is invited to attend training sessions so that information learned by the Service Coordinators can be shared with their families.

HMG works closely with the BCMH program and all children with a medical diagnosis are immediately referred to BCMH for public health nursing assessments. The BCMH Public Health Nurse participates as part of the initial HMG developmental assessment team and usually goes to the HMG staff work together with the WIC program to ensure that families receive necessary health and nutrition services. The HMG Service Coordinators refer families to WIC for nutritional education. Referrals are made to HMG from WIC and the Health Dept. Immunization Clinics.

Due to the new eligibility requirements for Home Visiting and with the At Risk children transitioning out of HMG, Delaware County is also participating in the Early Head Start program to serve "at risk" children that are no longer eligible for HMG. The Early Head Start program is located at the Delaware General Health District and is coordinated by the HMG Project Director. Our Early Head Start Home Visitor is also a HMG Part C Service Coordinator. Any children participating in Early Head Start that are identified as Part C eligible receive service coordination from the same person, the Early Head Start Home Visitor/HMG Part C Service Coordinator.

The Ohio Infant Mortality Reduction Initiative (OIMRI) is not available in Delaware County. The HMG Registered Nurse that completes the developmental evaluations/assessments for HMG participates in the Delaware County Child Fatality Death Review. Through her involvement on this committee, issues or needs identified to prevent fatalities for children birth to three are presented to the HMG program. Education and information to prevent fatalities would then be addressed with families with children in the HMG program as needed.

2. One goal of HMG Home Visiting is to increase connections to community and social supports. Please list the existing services, supports, and/or connections that you are able to offer your participating HMG home visiting families.

Due to the Delaware County Help Me Grow program being housed within the Delaware General Health District, HMG Home Visiting families are continuously linked with the above services (mentioned in 1.c) as well as other community resources. The Delaware County Family and Children First Council encourages agencies to present their services and events at monthly meetings. This information is passed on to the Home Visitors who share it with their families. Some of the services offered to Help Me Grow families include: new parenting programs through Mid-Ohio Psychological Services, Inc., energy and tax assistance programs through Community Action Organization, accessing mental health resources in Delaware County through Help Line, and using the Alternative Response program through Children Services.

3. Finally, please list two areas within HMG home visiting which your county will actively work on improving during SFY 2012. If you have identified benchmarks or goals, please include them.

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- Delaware County will be looking at ways to gather and incorporate parent input into the implementation of the Home Visiting Program.
- Delaware County will actively work to plan monthly group activities for home visiting parents and encourage their participation.

Attachment 4 – Mid Year and Final Program Report HMG SFY2012 Subsidy Agreement

Second quarter program report questions

Please respond to the following in no more than 1 attached page:

1. Describe at least one family’s success story specific to home visiting in your county.
2. Please provide a paragraph about how well your county is doing on its goals provided in the narrative submitted with this subsidy agreement at the start of this state fiscal year. If you are progressing as hoped, please tell us what has helped or enabled your county to progress toward its goals. If you are not progressing as hoped, please tell us why you think progress toward achieving the goals has been hindered.

Final program report question

1. Now that the year is over, please describe your county’s progress toward achieving its program goals for performance provided in the narrative which you submitted with this subsidy agreement at the start of this state fiscal year.
 - a. For each goal, please indicate:
 - b. Did you achieve your goal? If so, how and why do you think you were able to achieve the goal?
 - c. If not, why do you think the goal was not achieved?

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

RESOLUTION NO. 11-1206

IN THE MATTER OF AWARDING THE BID TO COMSERV BUILDING MAINTENANCE LLC
FOR ITB #11-02 JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for janitorial services for the Delaware County Offices at the Engineering Complex 50 Channing Street and the Wolf Building 149 N Sandusky Street on September 14, 2011. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by ComSERV Building Maintenance LLC has been determined to be the lowest, best bid for janitorial services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, award the bid to ComSERV Building Maintenance LLC for ITB #11-02 Janitorial Services for Delaware County for all locations.

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

RESOLUTION NO. 11-1207

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR THE
ESTATES AT SHERMAN LAKES AND SENIOR HOUSING AT OLENTANGY CROSSING:

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for The Estates at Sherman Lakes and Senior Housing at Olentangy Crossing for submittal to the Ohio EPA for their approval;

Therefore Be It Resolved, that the Board of Commissioners approve sanitary sewer plans for The Estates at Sherman Lakes and Senior Housing at Olentangy Crossing for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 11-1208

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER
CAPACITY CHARGES FOR 10241 SAWMILL ROAD, POWELL, OHIO:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 10241 Sawmill Road, Powell, Ohio 43065 has requested to make tap connections to the Delaware County sewer system; and

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Whereas, 10241 Sawmill Road, Powell, Ohio 43065 has requested to pro-rate charges over a 10 year period, and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now Therefore Be It Resolved, that The Board of Commissioners approve the following:

10241 Sawmill Road, Powell, Ohio 43065

In the amount of \$5,900.00 with \$2,214.97 finance charge (pro-rated over a 10 year period) making total of \$8,114.97 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 11-1209

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Transfer of Appropriation			
From	To		
66611903-5410	66611903-5328		
URF OECC/Capital	URFOECC/Maintenance &Repair	\$	1,200.00
66611903-5410	66611903-5301		
URF OECC/Capital	URFOECC/Professional Services	\$	1,000.00
66211901-5380	66211901-5228		
Sewer Revenue Fund/Other Services	Sewer Revenue Fund/Vehicle Fuel & Parts	\$	10,000.00

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

RESOLUTION NO. 11-1210

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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 required by section 307.41 of the Revised Code to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new medic vehicle; and

WHEREAS, a medic vehicle for Delaware County EMS is necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and a medic vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new medic vehicle for use by Delaware County EMS.

Section 2. The Board hereby declares that the make and model of the vehicle is a factory demo 2012 International TerraStar ambulance from Horton Emergency Vehicles, Inc., at a cost not to exceed \$176,200.00.

Section 3. The Board hereby declares that the purchase shall be in accordance with Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233X Schedule # 7723300408, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$176,200.00 to Horton Emergency Vehicles, Inc.

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Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$2,530.00, and the purchase and accompanying purchase order for the installation of electronics from Public Safety Concepts at a cost not to exceed \$2,120.00.

Section 6.This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 11-1211

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, the Director of Emergency Medical Services recommends promoting Chelsea Pennington from a part-time paramedic to a full time paramedic; effective October 29, 2011;

Now Therefore Be It Resolved, the Delaware County Board of Commissioners approve the promotion of Chelsea Pennington from a part-time paramedic to a full time paramedic; effective October 29, 2011.

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

RESOLUTION NO. 11-1212

IN THE MATTER OF APPROVING THE 2012 HEALTH INSURANCE PLAN CHANGES AND RENEWAL RATES FROM CEBCO:

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

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage to the employees of Delaware County within the available budget the County Administrator, upon advice of the County Employee Benefits Consortium of Ohio CEBCO, the Director of Administrative Services, and Insurance & Risk Technician, is recommending the following renewal rates and plan changes for 2012;

DELAWARE COUNTY RENEWAL FOR 2012

Delaware County will continue with Medical PPO Plan 2 for 2012 and the employee contribution rates will remain the same for 2012.

2012 Renewal Rate	PPO Plan 2	RX Plan 3a (with Maintenance Choice)
Employee	\$ 418.04	\$ 117.08
Employee + Family	\$1097.88	\$ 308.62

Rates for Employee Contribution for Medical PPO Plan 2:

Employee Contribution (SINGLE): \$14.36 / mth
Employee Contribution (FAMILY):\$36.20 /mth

The prescription drug plan design for Delaware County effective 01/01/12:

	Any network pharmacy Up to a 30-day supply	Maintenance Choice: CVS/pharmacy or mail service Up to a 90-day supply
Generic drugs	\$15	\$30
Preferred brand drugs	\$30	\$60
Non preferred brand drugs	\$50	\$100
Fill limit for long-term medications	Coverage for 3 fills only	No limit

WHEREAS, Actual coverage for health benefits remain the same from 2011 to 2012. Although a slight change in the prescription drug plan for 2012 is recommended, employees utilizing the Maintenance Choice

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option will realize a decrease in their prescription drug costs in turn reducing overall costs.

WHEREAS, the Director of Administrative Services and the Insurance & Risk Technician, recommend accepting the listed renewal rates and prescription drug changes for 2012 from the County Employee Benefits Consortium of Ohio (CEBCO);

THEREFORE, be it resolved that the Delaware County Board of County Commissioners hereby accepts the renewal rates for 2012 from CEBCO;

An outline of the services and coverage is attached to this resolution.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-attended a CCAO meeting on Friday; Solid Waste Districts and EPA Representative

Commissioner O'Brien
-Full 12 member Central Ohio Youth Center Board Meeting on Tuesday; concerns on a County leaving

Commissioner Thompson
If changes happen with Solid Waster District; what about the storage units the County already have stored

RESOLUTION NO. 11-1213

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. Thompson to adjourn into Executive Session at 10:38AM.

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

RESOLUTION NO. 11-1214

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:53AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners