

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 5, 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. 11-1386

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 1, 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 December 1, 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

RESOLUTION NO. 11-1387

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETINGS HELD NOVEMBER 28, AND DECEMBER 1, 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 special session on November 28, and December 1 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 special meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1388

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1202, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1202:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1202, memo transfers in batch numbers MTAPR1202 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Public Defender	Attorneys	10011202-5301	\$ 60,000.00
Health Department	Help Me Grow Line 1	70161602-5348	\$ 33,000.00
Health Department	Help Me Grow Line 2	70161606-5348	\$ 3,100.00
Health Department	Help Me Grow Line 3	70161606-5348	\$ 46,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
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R1106985	QUINN CONTRACTING INC	ROOF REPAIRS TO FILTER BUILDING AT OECC	66211903 - 5328	\$10,000.00	0001
R1106986	SCADATECH LLC	TARTAN FIELDS	66211906 - 5260	\$3,590.00	0001
R1106986	SCADATECH LLC	TARTAN FIELDS	66211906 - 5328	\$2,200.00	0002

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

RESOLUTION NO. 11-1389

IN THE MATTER OF CANCELING THE TUESDAY DECEMBER 27, 2011 COMMISSIONERS’
SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to cancel the Tuesday December 27, 2011 Commissioners’ Session.

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

RESOLUTION NO. 11-1390

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE
BOARD OF COMMISSIONERS FOR YEAR 2012 OR UNTIL OTHERWISE CHANGED BY BOARD
ADOPTION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at **9:30 AM on Monday and 10:00AM on Thursday** of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. An agenda item may be scheduled during regular session whereas the Board will allow presentation and discussion of an appropriate matter not previously scheduled.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alternations, etc.) The Clerk to the Board or in the absence of the Clerk to the Board, The Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board’s proceedings at the viewing.

It is Further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

It is Further Resolved, special meetings may be called upon the direction of the president of the board of commissioners or by the request of any two members of the board of commissioners.

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

RESOLUTION NO. 11-1391

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 1.58 ACRES OF LAND IN
DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on November 21, 2011, the Clerk to the Delaware County Board of Commissioners (the “Board”) received an annexation petition filed by Darren Shulman, Delaware City Attorney and agent for the petitioners, of 1.58 acres, more or less, in Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.16(B) of the Revised Code, if the only territory to be annexed is contiguous territory owned by a municipal corporation, the board of county commissioners, by resolution, shall grant the annexation; and

WHEREAS, the only territory to be annexed is contiguous territory owned by the City of Delaware; and

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WHEREAS, pursuant to section 709.16(E) of the Revised Code, the board of county commissioners shall act upon a petition for annexation filed under this section within thirty days after receipt of the petition;

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

Section 1. The Board hereby grants the annexation of 1.58 acres, more or less, in Delaware Township to the City of Delaware, as petitioned by the City of Delaware.

Section 2. The Board hereby directs the Clerk of the Board to cause delivery of a certified copy of this Resolution upon the Delaware City Attorney.

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

RESOLUTION NO. 11-1392

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions:

Whereas, The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic, and

Whereas, the Engineer recommends and requests that the Board reduce the load limits on the following list of Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

Therefore Be It Resolved, that the Board of Commissioners reduce the load limits on the following list of Township Roads by 40 percent of the legal limit in accordance with Section 5577.07 of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

2012 POSTED ROADS

COUNTY/TWP ROAD	ROAD #	ROAD NAME	BEGIN LIMIT	END LIMIT
Township	142	Owen Fraley	Delaware City Line	Bunty Station
Township	141	Bunty Station	Section Line Road	Liberty Twp Line
Township	140	Bean Oller	State Route 257	Liberty Twp Line
Township	139	Clark Shaw	State Route 257	Liberty Twp Line
Township	143	Freshwater	Klondike Road	US Route 42 South
Township	149	Klondike	US Route 42 South	Scioto Twp Line
Township	152	Calhoun	Scioto Twp Line	Mills Road
Township	135	Duffy	Concord Road	State Route 745
Township	133	Merchant	Union County Line	State Route 745
Township	132	Cook	Union County Line	State Route 745
Township	142	Ford	Liberty Twp Line	Bunty Station Road
Township	122	Rutherford	State Route 257	Liberty Twp Line
Township	262	Fry	Scioto Twp Line	Mills Road
Township	161	Russell	Scioto Twp Line	Calhoun Road
Township	129	Concord	Harriott Road	Cook Road
Township	33	Alexander	Entire Road	
Township	56	Wilson	N. Galena Road	Kingston Twp Line
Township	73	Joe Walker	Entire Road	
Township	104	Dustin	Entire Road	
Township	105	Plumb	Rome Corners Road	Old 3C Highway
Township	33	Golf Course	Entire Road	
Township	35	Domigan	Entire Road	
Township	68	Blayne	State Route 61	Kingston Twp Line
Township	50	Stockwell	State Route 61	Creek Road
Township	141	Bunty Station	State Route 315	Owen Fraley road
Township	142	Owen Fraley	Bunty Station Road	Delaware City Line
Township	92	Braumiller	Pollock Road	Berlin Station Road
Township	92	Braumiller	Berlin Station Road	Cheshire Road
Township	101	Pollock	Armstrong Road	State Route 23
Township	102	Armstrong	Curve Road	Pollock Road
Township	258	Shortcut	US Route 42	Horseshoe Road
Township	216	Hudson	Horseshoe Road	Panhandle Road
Township	71	Todd Street	N. Galena Road	Clark Road

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Township	33	Clark	Kilbourne Road	County Line Road
Township	67	Blue Church	Rosecrans Road	County Line Road
Township	66	Beacom	Blue Church Road	Kingston Twp Line
Township	56	Wilson	Kingston Twp Line	State Route 61
Township	70	Twigg Hupp	N. Galena Road	Carter's Corner Road
Township	69	Rosecrans	Carter's Corner Road	State Route 61
Township	68	Blayney	Kingston Twp Line	Rosecrans Road
Township	50	Stockwell	Kingston Twp Line	Creek Road
Township	140	Bean Oller	State Route 315	Concord Road
Township	92	Braumiller	Cheshire Road	Delaware Twp Line
Township	141	Bunty Station	State Route 315	Concord Twp Line
Township	334	Carriage	Liberty Road	State Route 315
Township	139	Clark Shaw	Liberty Road	Concord Twp Line
Township	142	Ford	Liberty Road	Bunty Station Road
Township	121	Seldom Seen	Sawmill Parkway	State Route 257
Township	122	Rutherford	Liberty Road	Concord Township
Township	125	Steitz	Rutherford Road	Home Road
Township	114	W. Orange	State Route 315	Orange Twp Line
Township	114	W. Orange	US Route 23	Liberty Twp Line
Township	107	Bale Kenyon	Powell Road	Lewis Center Road
Township	2	Porter Central	Centerburg Road	County Line Road
Township	50	Patrick (east)	Monkey Hollow Road	Creek Road
Township	50	Patrick (south)	Monkey Hollow Road	Fredricks Road
Township	54	Plantation	Monkey Hollow Road	State Route 656
Township	56	Peerless	State Route 656	County Line Road
Township	57	Ulery	Porter Central Road	Olive Green Road
Township	58	Trimmer	Ulery Road	Peerless Road
Township	63	Chambers	State Route 61	State Route 656
Township	66	Beacom	Kingston Twp Line	State Route 61
Township	60	Justamere	County Line Road	Condit Road
Township	61	Lane	Olive Green Road	Centerburg Road
Township	55	E. Liberty North	State Route 656	Chambers Road
Township	196	Penry	Troy Twp Line	State Route 203
Township	193	Buttermilk Hill	Troy Twp Line	State Route 203
Township	165	Burnt Pond	State Route 36	Fontanelle Road
Township	152	Calhoun	Ostrander Road	Newhouse Road
Township	167	DeGood	Ostrander Road	Scioto Twp Line
Township	164	Fontanelle	Ostrander Road	Smart Road
Township	262	Fry	State Route 257	Scioto Twp Line
Township	149	Klondike	State Route 36	Scioto Twp Line
Township	160	Newhouse	State Route 36	Scioto Twp Line
Township	161	Russell	State Route 36	Calhoun Road
Township	162	Smart	State Route 36	Ostrander Road
Township	168	Slocum	Brindle Road	Burnt Pond Road
Township	193	Buttermilk Hill	Troy Road	N. Section Line Road
Township	196	Penry	Troy Road	N. Section Line Road

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

RESOLUTION NO. 11-1393

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO COUNTY ROAD 19 (VANS VALLEY ROAD) INCLUDING REPLACEMENT OF TWO BRIDGES WITH POSSIBLE ROADWAY IMPROVEMENTS TO THE HORIZONTAL AND VERTICAL CURVATURE OF THE ROAD:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

WHEREAS, the County Engineer has determined that County Road 19 (Vans Valley Road) requires improvement for the safe conveyance of traffic and recommends that the Board proceed with Improvements of County Road 19, replacing Bridges over Barker-Huff Ditch approximately ¼ mile west of Miller Paul Road with possible improvements to CR 19 (Vans Valley Road), and;

WHEREAS, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state, and;

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WHEREAS, the County Engineer has received proposals from engineering firms interested in providing professional services for said Improvement, and has selected the firm of Prime Engineering & Architecture Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required preliminary engineering services for the Improvement and requests that the Board enter into Contract with said firm for such purpose;

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

Section 1: The public convenience and welfare require the replacement of Bridges over Barker-Huff Ditch on County Road 19 approximately ¼ mile west of Miller-Paul Road, and that the Improvement known as DEL-CR019-2.38 be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The Board hereby enters into the following Contract:

**PROFESSIONAL SERVICES CONTRACT
DEL-CR019-2.38 VANS VALLEY ROAD OVER BARKER-HUFF DITCH BRIDGES**

Section 1 – Parties to the Agreement

Agreement made and entered into this 5th day of December, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Prime Engineering & Architecture Inc., 3000 Corporate Exchange Dr., Suite 600, Columbus, Ohio 43231 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated September 15, 2011, and Price Proposal dated November 4, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Forty Two Thousand Thirty Two Dollars (\$142,032)** in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than March 29, 2013. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required

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by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 **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.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes

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of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance 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.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 11-1394

IN THE MATTER OF APPROVING THE CASH LEASE AGREEMENT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND MOIL MEANS FARMS LLC. FOR
THE CROPLAND OF THE DELAWARE COUNTY HOME FARM AND THE CROPLAND OF THE
TRANSFER STATION FARM:

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

Whereas, the Facilities Supervisor recommends approval of the cash lease agreement between the Delaware

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County Board of Commissioners and Moil Means Farms LLC;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the cash lease agreement between The Delaware County Board of Commissioners and Moil Means Farms LLC. for the Cropland of the Delaware County Home Farm and the Cropland of the Transfer Station Farm.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this 5th day of December, 2011, by and between the Board of Commissioners for Delaware County, Ohio, landlord, Moil Means Farms LLC, 6105 Curren Rd., Prospect, Ohio 43342, tenant.

2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 218 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2012 crop year beginning on the 1st day of April, 2012, at 12:00 p.m. (noon) and ending on December 31, 2012, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for two (2) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of October 2012 (for the 2013 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 15, 2012.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$64,560.00, being computed at \$240.00 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2012; the remaining one-half of the annual rent is due and payable on or before November 1, 2012 for the crop year. Rent for the second year and any renewal period will be due in the same manner for the year of the lease or the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation on soybeans, winter wheat and corn is encouraged to be used. It is encouraged that for the 2012 crop year the land be planted in soybeans. Then the first option for renewal, winter wheat be planted and corn for the final renewal.

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The tenant shall not use the property that is subject of this lease for the pasturing of livestock.

This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

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2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.

3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

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

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

RESOLUTION NO. 11-1395

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR 911 COMMUNICATIONS:

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

Transfer of Appropriations			
From	To		
21411306-5410	21411306-5316		
911/Capital	911-License Fees	\$	3,214.09
21411306-5250	21411306-5316		
911/Minor Tools	911/License Fees	\$	5,785.91

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

RESOLUTION NO. 11-1396

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND TRANSFER OF APPROPRIATIONS 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		\$431,144.76
22311611-5801	22411603-4601		
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue		\$138,121.62
Appropriation Transfers			
From	To		
22411601-5001	22411603-5001		
Income Maintenance/Salaries	Workforce/Salaries	\$	7,000.00
22411601-5001	22411603-5348		
Income Maintenance/Salaries	Workforce/Client Services	\$	30,000.00

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22411601-5120 Income Maintenance	22411603-5348 Workforce/Client Services	\$ 60,000.00
22411604-5001 Child Protective/Salaries	22411603-5348 Workforce/Client Services	\$ 20,000.00
22411604-5120 Child Protective/PERS	22411603-5348 Workforce/Client Services	\$ 55,000.00
22411605-5001 Admin/Salaries	22411603-5348 Workforce/Client Services	\$ 25,000.00
22411605-5120 Admin/PERS	22411603-5348 Workforce/Client Services	\$ 20,000.00
23311324-5120 Re-entry Task Force/PERS	23311324-5001 Re-entry Task Force/Salaries	\$ 3,000.00
70161606-5348 Help Me Grow General Revenue/Client Services	70161605-5348 FCF System of Care/Client Services	\$ 15,000.00

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

RESOLUTION NO. 11-1397

IN THE MATTER OF APPROVING THE FIRST AMENDMENT OF THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND JOBS FOR OHIO’S GRADUATES FOR ALTERNATIVE EDUCATION AND WORK READINESS TRAINING FOR YOUTH:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with Job for Ohio Graduates For Alternative Education and Work Readiness Training For Youth:

First Amendment to Contract
Alternative Education and Work Readiness Training For Youth

This (“First Amendment”) of the Contract For Alternative Education and Work Readiness Training For Youth is entered into this 5th day of December, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Jobs For Ohio’s Graduates (hereinafter, “JOG”) whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter individually “Party”, collectively, “Parties”).

WHEREAS, the Parties entered into the Contract For Alternative Education and Work Readiness Training For Youth (hereinafter “Contract”) dated July 1, 2010; and,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively” Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The parties agree to amend the Contract to add the following Provisions:
 - A. The term of this contract shall be extended through June 30, 2012
 - B. Appendix I of the Contract is replaced with the attached Appendix I.
 - C. Appendix II of the Contract is replaced with the attached Appendix II
 - D. Appendix X of the Contract is replaced with the attached Appendix X
 - E. Section (4)(B) of the Contract and Section 4(B) as amended by the First Amendment shall be replaced with the following:

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JOG agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Two Hundred Sixty Eight Thousand Six Hundred Dollars and No Cents (\$268,600.00) or (2) the amount of actual expenditures made by JOG for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Two Hundred Sixty Eight Thousand Six Hundred Dollars and No Cents (\$268,600.00). See Appendix II.

2. DMA Form

JOG shall complete the attached Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA Form).

3. Attachments

Appendix I, Appendix II, and the DMA Form attached to this First Amendment are by this reference incorporated herein and supersede Appendix I, Appendix II, and the DMA Forms attached to the Contract.

4. Signatures

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

5. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

6. Terms of Contract Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

**Appendix I
Statement of Work
07/01/10 – 06/30/12**

I. SUMMARY

JOG-Delaware will manage and coordinate Delaware County's WIA Youth Program for Delaware County participants in accordance with Section 129 of the Workforce Investment Act.

JOG-Delaware will provide educational services in accordance with Ohio Department of Education policies and guidelines.

The main focus of the WIA youth program is long-term academic and occupational learning opportunities for youth. The goal is to increase employment, job retention and earnings by developing the work/career potential that will prepare the youth to effectively compete in the global economy.

WIA requires local youth programs to provide the following ten elements:

- Tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies
- Alternative secondary school services
- Summer employment opportunities directly linked to academic and occupational learning
- Paid and unpaid work experiences, including internships and job shadowing
- Occupational skill training
- Leadership development opportunities
- Supportive services
- Adult mentoring for the period of participation
- Follow-up services for not less than 12 months after exit
- Comprehensive guidance and counseling.

The goals of the youth training and employment are to:

- Improve school retention and completion rates;
- Improve academic performance, including mathematics and reading comprehension;
- Improve employability skills;
- Demonstrate coordination with other community service organizations such as local educational agencies, law enforcement agencies, drug and alcohol abuse prevention and treatment programs.

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- Enhance the basic educational skills of youth;
- Encourage school completion or enrollment in supplementary or alternative school programs;
- Provide eligible youth with exposure to the world of work; and
- Enhance the citizenship skills of youth.

II. SERVICES TO BE PROVIDED

A. Recruitment and Outreach

JOG-Delaware is responsible for the recruitment and outreach of eligible Delaware County youth participants in accordance with the eligibility requirements detailed in section C. of this part (below).

The Department desires recruitment and outreach activities target and give priority to certain youth sectors that can best be served with this contract with the recognition there are finite resources and some youth can be served more effectively by alternative, complimentary community and educational programs.

The Department requests JOG-Delaware conduct recruitment and outreach activities to achieve the following program enrollment metrics:

	Younger Youth	Older Youth
In School	5 maximum (age 14-15 at the time of entry)	20 maximum (age 16-19 at the time of entry)
Out of School	20 minimum (age 15-17 at the time of entry)	30 minimum (age 18-21 at the time of entry)

B. Assessment

JOG-Delaware will conduct a TABE 9 pre-test at the time of eligibility determination for all applicants.

JOG-Delaware will conduct a WIA Youth Program assessment for all applicants.

For applicant’s enrolled into the WIA Youth Program (participants) who are determined basic skill level deficient (skill level score of 8.9 or less), JOG-Delaware will incorporate remedial educational services into the participant’s Individual Service Strategy (ISS) to improve proficiency.

JOG-Delaware will conduct a TABE 10 post-test every 12 months at a minimum for participants who scored a skill level of 8.9 or less on the original TABE 9 pre-test and who are active in the WIA Youth Program. JOG-Delaware will update the participant’s ISS upon completion of the TABE 10 post-test.

JOG-Delaware will review results of the TABE test(s) and assessment(s) with the participant.

JOG-Delaware will forward a copy of the TABE tests and assessment to the Department and file a copy in the JOG-Delaware participant case file.

The Department will file a copy of the TABE results and assessment in the Department’s participant case file.

C. Eligibility

This Workforce Investment Act program activity is designed for low income youth who are 14 to 21 years of age and who meet WIA eligibility criteria. Eligible youth is defined, under the Act section 101(13), as an individual who:

- I. Is aged 14 through 21;
- II. Is a low income individual, as defined in the WIA section 101(25); and
- III. Is with one or more of the following categories:
 - a. Deficient in basic literacy skills;
 - b. School dropout;
 - c. Homeless, runaway, or foster child;
 - d. Pregnant or parenting;
 - e. Offender; or

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- f. Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. (as defined by the Area 7 Board)

JOG-Delaware is responsible for initial determination of the WIA eligibility of all youth participants recruited to the program, in addition to the collection and verification of all necessary and required eligibility source documents.

JOG – Delaware will gather all eligibility source documents, complete the WIA Youth Program application and complete the Release of Information form.

JOG will file a copy of the approved eligibility documents, WIA Application form, and Release of Information form (considered collectively as eligibility packet) in the JOG-Delaware participant case file and forward originals of the documents to the Department for review and approval.

The Department will have final eligibility determination for youth participants, which includes approval of the completed WIA application, verification of the information provided for the application and determination if the applicant meets the criteria required by 20 CFR Sections 664.200, 664.220 and 664.250.

The Department will return disapproved eligibility packets to JOG-Delaware stating reason for disapproval.

The Department will file approved, originals of eligibility packets in Department participant case files. Originals of eligibility source documents will be returned to JOG-Delaware upon request.

At the time of eligibility review, the Department will require an in person, face to face meeting (at the Delaware Area career South Campus One-Stop location) with all program applicants (and if applicable parents and/or guardians) to verify eligibility information and to determine if the potential program participant's goals and circumstances are consistent with the WIA Youth Program. The Department has the option to redirect the applicant to alternative programs and resources more suitable to the program applicant's needs.

Appendix V summarizes acceptable source documents to verify eligibility:

D. Enrollment

JOG-Delaware will be responsible for completing the following enrollment actions:

- Complete a WIA Summary of Complaints Form
- Complete a Student Authorization Form
- Complete a Medical Form
- Complete an initial Individual Services Strategy (ISS) Form
- Make copies of all forms and file in JOG-Delaware's participant's case file and forward original forms to the Department.
- Maintain a copy of the SCOTI/WIA subsystem Registration Form from the Department in JOG-Delaware's participant case file upon formal enrollment.
- Registering participants in the Swipeit tracking system.

The Department will be responsible for completing the following enrollment actions:

- Review all enrollment forms and ISS
- If ISS is disapproved, return the entire enrollment packet back to JOG-Delaware for ISS revision.
- Once enrollment packet, including ISS is approved, participant will be formally enrolled in the SCOTI/WIA sub-system
- Print a copy of the SCOTI/WIA subsystem Registration Form as confirmation of formal WIA enrollment.
- File all original enrollment forms and WIA Registration Form in Department's participant case file
- Forward a copy of WIA Registration Form confirmation to JOG-Delaware.

E. ISS Initiation and Updates

JOG-Delaware shall develop the ISS in conjunction with each participant. The ISS shall identify primary educational and employment goals, and describe the training activities and appropriate services the youth will receive to achieve those goals. ***The ISS must be reviewed with the participant, at minimum, quarterly*** and adjusted, as necessary, to evaluate the progress of the participant's services and activities. This continued evaluation will ensure progress is being made toward the achievement of the participant's employment goals, training objectives, and advancement of one or more educational functioning levels within the program year. Quarterly reviews must be jointly annotated by initialing and dating the ISS by

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the participant and the JOG-Delaware representative.

F. WIA Youth Service Elements

JOG –Delaware will provide programming addressing each of the ten (10) essential elements of youth programs as required by WIA in accordance with U.S. Department of Labor guidelines AND supplementary Department expectations . **Appendix VI** summarizes requirements. Both the federal and local expectations must be met.

G. Case File Management and Record Keeping

JOG-Delaware and the Department will maintain complete, accurate, and up to date participant case files in accordance with WIA guidelines and Department expectations.

In general, flow of information between JOG-Delaware and the Department is one-way. Forms are originated by JOG-Delaware and forwarded to the Department. Exceptions to the one-way flow are: Exit forms, disapproved eligibility packets, disapproved enrollment packets, disapproved ISS forms, and SCOTI/WIA subsystem Registration Forms that come from the Department and are forwarded to JOG-Delaware. Participant “master” files maintained by the Department and may be stored electronically using the Northwoods Document Management Software system and should not be presumed to be “shared” files.

Appendix VII summarizes filing responsibilities for both parties.

H. Monthly Updates and Invoicing

JOG-Delaware will provide monthly updates to the Department no later than 30 days for services provided the preceding month. Monthly Updates must be complete, accurate and submitted on time to enable timely payment and approval. Incomplete or incorrect packets will returned to JOG-Delaware for correction.

The required format of the Monthly Updates is defined in Appendix IX

I. Exits

The Department will process a WIA Youth Program Exit Form when a participant exits the program. The original will be filed in the Department’s master individual file and a copy will be forwarded to JOG-Delaware to file in JOG-Delaware’s participant case file.

The Department will update the participant’s Status in the SCOTI/WIA subsystem.

J. Computer Equipment Security and Protection

To ensure safekeeping and reasonable custodianship of county owned computer equipment, JOG will perform or maintain the following:

- * Equipment storage and security process
- * Property insurance coverage to enable repair and/or replacement
- * Training provided to students prior to use
- * Netbook issuance and return procedures
- * Filing and records retention for user manuals, licensing info, warranty info, product support info, software media, etc.

Depreciation on the equipment value of the will be based on the following straightline depreciation schedule

Hardware	Useful Life	Annual Depreciation %
Computers	5	20%
Printers	5	20%
Software	5	20%
Laptop cart	10	10%
Keyboard, Mice	NA	NA

III. REQUIRED PERFORMANCE OUTCOMES and COMPENSATION

Fixed Units

A. Enrollment

Contract Maximum Allowable Amount: \$ 108800

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Invoice Frequency: Monthly
Compensation Definition: Means compensation for each participant newly enrolled or a participant carried over from a previous program year. Each new or carried over participant must be eligible, approved, and enrolled in the SCOTI / WIA subsystem by the Department. Application The percentage of Out of School Youth enrolled must be maintained at a minimum of 35% at all times for the duration of the contract. JOG-Delaware can receive enrollment compensation only once for each participant for the program service period.

Compensation due to enrollments will further be subject to the following timeframe limitations:

Total compensation due to enrollment can not exceed \$ 50,000 prior to January 1, 2011.

Total compensation due to enrollment can not exceed \$ 65, 000 prior to July 1, 2011.

Carryover enrollments that are excluded from compensation include:

- Participants exited prior to July 1, 2010.
- Participants enrolled in the WIA Youth Program between May 1, 2010 thru June 30, 2010 where enrollment compensation was received from the previous WIA Youth Services contract.
- Participants who have not been actively served by JOG- Delaware or the Department in any of the 10 WIA Core Elements (excluding Follow-Up) for 90 days or more prior to the contract effective date and are mutually agreed upon as being considered “inactive”.

Enrollment Category	Expected Outcome (Enrollments)	Compensation Per Enrollment	Maximum Compensation Per Enrollment Category
In School Younger Youth	5 (maximum) (age 14-15 at the time of entry)	\$ 300	\$ 1500
In School Older Youth	20 (maximum) (age 16-19 at the time of entry)	\$ 300	\$ 5700
Out Of School Younger Youth	20 (minimum) (age 15-17 at the time of entry)	\$ 1000	\$ 24000
Out Of School Older Youth	30 (minimum) (age 18-21 at the time of entry)	\$ 1000	\$ 50000

B. High School Credit Recovery Program – Individual Services

Contract Maximum Allowable Amount: \$ 31,000

Invoice Frequency: Monthly
Compensation Definition: The Department will compensate JOG-Delaware \$ 1,000 per month for high school credit makeup and recovery services. During the months of June thru August, compensation will be \$ 2000 per month. JOG-Delaware will staff the Delaware Area Career Center South Campus with personnel with credentials sufficient to be compliant with Ohio Department of Education guidelines necessary for students to earn recognized high school credits needed for a diploma and graduation in their home school. JOG-Delaware will provide makeup and recovery services in such a manner that it is not dependent upon Department staff and resources. Makeup and recovery services will incorporate one on one recovery assistance for students needing staff directed mentoring in conjunction with independent, self-directed study. Expected one on one recovery service schedules are listed below. ***JOG-Delaware has the latitude to flex one on one schedules as appropriate to best serve the needs of students but must provide overall equivalent service levels mutually agreed upon in quarterly review meetings.***

One on One Recovery Service Schedule

Qtr	Month of Service	Forecasted Need (based on historical customer service volume)	Weekday Evenings per week Coverage For Credit Makeup and Recovery Services (3:00pm – 7:00pm)	Weekday Daytime (standard school hours) Credit Makeup And Recovery Services
Q1	July 2010	Medium	NA (summer)	Yes
Q1	August 2010	Low	NA (summer)	Yes
Q1	September 2010	Low	1	Yes
Q2	October 2010	Low	1	Yes
Q2	November 2010	Low	1	Yes

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Q2	December 2010	Low	1	Yes
Q3	January 2011	High	4	Yes
Q3	February 2011	High	4	Yes
Q3	March 2011	Medium	4	Yes
Q4	April 2011	High	4	Yes
Q4	May 2011	High	4	Yes
Q4	June 2011	High	NA (summer)	Yes
Q5	July 2011	Medium	NA (summer)	Yes
Q5	August 2011	Low	NA (summer)	Yes
Q5	September 2011	Low	1	Yes
Q6	October 2011	Low	1	Yes
Q6	November 2011	Low	1	Yes
Q6	December 2011	Low	1	Yes
Q7	January 2012	High	4	Yes
Q7	February 2012	High	4	Yes
Q7	March 2012	Medium	4	Yes
Q8	April 2012	High	4	Yes
Q8	May 2012	High	4	Yes
Q8	June 2012	High	NA (summer)	Yes

C. High School Credit Recovery Program – Group Classes

Contract Maximum Allowable Amount: \$ 21,500

Invoice Frequency: Monthly

Compensation Definition: The Department will compensate JOG-Delaware \$ 2,000 per class for high school credit makeup and recovery services. JOG-Delaware will staff the Delaware Area Career Center South Campus with personnel with credentials sufficient to be compliant with Ohio Department of Education guidelines necessary for students to earn recognized high school credits needed for a diploma and graduation in their home school. JOG-Delaware will provide makeup and recovery services in such a manner that it is not dependent upon Department staff and resources. Makeup and recovery services will incorporate group classes (approximately 5 or 6 weeks in duration) Expected evening class schedules are listed below.

There must be a minimum of five(5) participants registered in a class to offer a class to ensure cost effective delivery of services.

JOG-Delaware has the latitude to flex structured class schedules as appropriate to best serve the needs of students but must provide overall equivalent service levels mutually agreed upon in quarterly review meetings.

Structured Makeup Class Schedule

Qtr	Month of Service	Class	Class	Class	Class
		L.A.	Health	P.E.	Govt.
Q1	July 2010				
Q1	August 2010				
Q1	September 2010				
Q2	October 2010	Language Arts		PE	
Q2	November 2010	Language Arts		PE	
Q2	December 2010				
Q3	January 2011				
Q3	February 2011	Language Arts			Government
Q3	March 2011	Language Arts			Government
Q4	April 2011	Multiple Subject		Physical Education	
Q4	May 2011	Multiple Subject		Physical Education	
Q4	June 2011				
Q5	July 2011				
Q5	August 2011				
Q5	September 2011	English			
Q6	October 2011	Language Arts	Health		
Q6	November 2011	Language Arts	Health PE		
Q6	December 2011	PE Health			
Q7	January 2012	Science	History	Social Studies	
Q7	February 2012	“	“	“	

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Q7	March 2012	“	“	“	
Q8	April 2012	Catch-all			
Q8	May 2012	Catch-all			
Q8	June 2012				

D. Summer Employment Opportunity Coordination

Contract Maximum Allowable Amount: \$ 1,600
Invoice Frequency: Upon Completion of Requirements
Compensation Definition: Compensation to participants must be in the form of a wage. The Department will compensate JOG-Delaware \$ 200 per participant for payroll coordination. JOG-Delaware is not eligible to receive compensation for participants' completion of SEO milestones or completions defined in Appendix VIII.

E. Work Experience Payment Coordination

Contract Maximum Allowable Amount: \$ 2,800
Invoice Frequency: End Of Contract
Compensation Definition: The Department will compensate JOG-Delaware \$ 200 per participant for each student that JOG-Delaware facilitates payment activities for Work Experience . To receive compensation, JOG-Delaware must process payment activities for the duration of the Work Experience engagement. Compensation to participants may be in the form of a stipend or wage.

F. Monthly Updates

Contract Maximum Allowable Amount: \$ 7,200
Invoice Frequency: Monthly
Compensation Definition: The Department will compensate JOG-Delaware \$ 300 per month for each Monthly Update. Required content and format of the Monthly Update is defined in Appendix IX.

G. ISS Updates

Contract Maximum Allowable Amount: \$ 9,100
Invoice Frequency: Monthly
Compensation Definition: The Department will compensate JOG-Delaware \$ 40 per quarterly ISS update completed. ISS updates must be reviewed with the participant and initialed and dated by both the participant and JOG-Delaware representative. ISS forms submitted upon initial enrollment do not qualify for compensation. JOG-Delaware will submit a summary of ISS updates completed and a copy of the updated ISS's with the Monthly Updates.

H. Survey Administration

Contract Maximum Allowable Amount: \$ 1500
Invoice Frequency: Semi-Annual
Compensation Definition: The Department will compensate JOG-Delaware \$ 500 per semi-annual program satisfaction survey administered by JOG-Delaware. Both employers and active participants must be surveyed. Survey form content will be mutually agreed upon by the Department and JOG-Delaware. Program Satisfaction surveys will be administered, compiled, and reported by JOG-Delaware in accordance with the schedule defined in Appendix X.

I. Program Element Outcomes Reporting

Contract Maximum Allowable Amount \$ 3200
Invoice Frequency: Quarterly
Compensation Definition: The Department will compensate JOG-Delaware \$ 400 per quarterly Program Element Outcome Report. Format of the report is defined in Appendix III. JOG-Delaware will present the completed quarterly reports in quarterly review meetings in accordance with the schedule defined in Appendix X.

J. Program Review Meetings

Contract Maximum Allowable Amount: \$ 2800
Invoice Frequency: Quarterly
Compensation Definition: The Department will compensate JOG-Delaware \$ 350 per meeting for (6) quarterly program review meetings. JOG-Delaware and the Department will jointly review participant case files, participant progress, supporting documentation for ISS Updates and Element Milestones and Outcomes, results of semi-annual program satisfaction surveys , program reporting for outcomes of the WIA Youth services program, and effectiveness of programs and processes. Timing of deliverables for the review meetings is defined in Appendix X.

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Specific deliverables that must be provided to receive compensation include:

- ISS Updates completed during the quarter
- Documentation supporting elements completed reflected in ISS Updates
- Documentation supporting milestones and element completions reflected in monthly element and milestones summaries
- Participant contact report (standard JOG database report) for each active participant during the quarter.
- Participant follow-up report (standard JOG database report) for each participant in follow-up during the quarter
- Quarterly Program Outcomes Reports
- Program Satisfaction Results (Feb 2011 and Nov 2011 only)

K. Element Milestone Accomplishment and Completion

Contract Maximum Allowable Amount: \$ 31,400
Invoice Frequency: Monthly
Compensation Definition: The Department will compensate JOG-Delaware \$ 50 per element milestone and \$ 200 per element completion for element milestones and completion benchmarks defined in Appendix VIII. A maximum of \$ 400 (combination of milestones and completion benchmarks) can be applied to each participant. Each milestone or completion benchmark can only be applied once and can not be applied to multiple elements.

L. Delaware County WIA Youth Program Performance Measures

Contract Maximum Allowable Amount: \$ 4,800
Invoice Frequency: Quarterly
Compensation Definition: The Department will compensate JOG-Delaware with performance incentives quarterly for the following measures and amounts in the table below. Accomplishment of the measures will be determined by the standard reports run by the Department in the SCOTI/WIA subsystem as determined by the Ohio Department of Job and Family Services

WIA Performance Measure	Placement in Employment or Secondary Education	Attainment of a Degree or Certificate	Literacy and Numeracy Gains
Definition	Percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational training soon after exit	Percentage of participants who are in education who attained a diploma, GED, or certificate several months after exit	Number of participants who increase one or more educational functioning level within one year of the date or participation
Timing	During 1 st quarter (1-3 months) after exit	By the end of the 3 rd quarter (6 -12 months after exit	By the end of one year form the date or participation.
Exclusions	Youth in post-secondary education, employment, or the military at the date of participation	Youth not enrolled in education at the date of participation or at any point during the program	Out of school youth who are not basic skills deficient. In-school youth
Delaware County WIA Performance Measure Expectation	63% (minimum)	42% (minimum)	37% (minimum)
Performance Period	Maximum Potential Compensation if expectation achieved	Maximum Potential Compensation if expectation achieved	Maximum Potential Compensation if expectation achieved
07/01/10 - 09/30/10	\$ 200	\$ 200	\$ 200
10/01/10 - 12/31/10	\$ 200	\$ 200	\$ 200
01/01/11 - 03/31/11	\$ 200	\$ 200	\$ 200
04/01/11 – 06/30/11	\$ 200	\$ 200	\$ 200
07/01/11 – 09/30/11	\$ 200	\$ 200	\$ 200
10/01/11 – 12/31/11	\$ 200	\$ 200	\$ 200
01/01/12 – 03/31/12	\$ 200	\$ 200	\$ 200

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04/01/12 – 06/30/12	\$ 200	\$ 200	\$ 200
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M. Program Satisfaction

Contract Maximum Allowable Amount: \$ 1200
Invoice Frequency: Semi-Annual

Compensation Definition: JOG-Delaware will administer, compile and report semi-annual program satisfaction survey results in program review meetings in the schedule defined in Appendix X. To receive compensation, performance measures must be met or exceeded as defined in the table below.

Program Satisfaction Element	Performance Measure Description	Performance Measure Expectation	Maximum Compensation per Program Satisfaction Element
Customer Satisfaction	The % of enrolled participants who indicate they are satisfied with the services provided at the time of exit during the program year	85%	\$ 400 (\$ 200 per semi-annual review period)
Employer Satisfaction	The % of employers associated with JOG-Delaware’s services for any of the 10 WIA youth elements and/or the participants who indicate they are satisfied during the program year	85%	\$ 400 (\$ 200 per semi-annual review period)

N. Reimbursable Costs

1. Program and Operating Costs

Contract Maximum Allowable Amount: \$ 41,700
Invoice Frequency: Monthly
Compensation Definition: Means reimbursement for costs summarized in the table below subject to compliance with the following :

- Workforce Investment Act Guidelines
- Cost containment guidelines in the Department’s Service Contract Cost Containment Initiative (Appendix IV).
- Allowable costs defined in OMB Circular A-21, Cost Principles for Educational Institutions
- Allowable costs defined in OMB Circular A-122, Cost Principles for Non-Profit Organizations

JOG-Delaware must demonstrate how costs are allocated to program participants for all reimbursable cost items (ie. Method of allocation)..

Program Cost Category	Details
Books/Teaching Aids	Books, pamphlets, and software used as instructional aids.
General Stipends and Incentives	Stipends and incentives for positive motivation and recognition for participants linked to accomplishment of any WIA Youth program element. Wages, stipends, or incentives must be linked directly or indirectly to accomplishment of ISS objectives.
Summer Employment Opportunity Wages Summer 2010 and 2011	Wages for participants in the SEO program. Participants are mutually agreed upon between the Department and JOG-Delaware
Work Experience Stipends	Stipends for accomplishment of Work Experience. Participants are mutually agreed upon between the Department and JOG-Delaware
Professional Development	Training, continuing education, and conference fees related to program management and professional development of JOG-Delaware and Department staff.
Professional Services	Money to hire specialty training, demonstrators, substitutes, enrichment educators, childcare classes, CPR, etiquette, cooking classes, etc.
Training Fees	Costs for third party certification and training programs including registration, tuition, lab fees, testing fees, books, supplies, and parking fees applied to participant’s accomplishing one of the WIA Youth

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	elements.
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(A copy of the appendixes are available in the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 11-1398

IN THE MATTER OF AWARDING THE BID FOR HICKORY KNOLL SCHOOL SEWAGE
TREATMENT SYSTEM:

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

WHEREAS, sealed bids for the HICKORY KNOLL SCHOOL SEWAGE TREATMENT SYSTEM were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 PM local time on November 28, 2011; and

WHEREAS, one (1) bid was received as part of the public bidding process; and

WHEREAS, the bid received was from Tom Dew Excavating for \$56,662.00; and

WHEREAS, the bid was evaluated against the bidding requirements and was deemed to be the lowest and best bid;

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

Section 1. The Board hereby awards the contract for the HICKORY KNOLL SCHOOL SEWAGE TREATMENT SYSTEM to Tom Dew Excavating.

Section 2. The Board hereby directs the Sanitary Engineer to prepare the necessary notice of award and contract documents and submit them to the contractor for execution.

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

RESOLUTION NO. 11-1399

IN THE MATTER OF APPROVING CHANGE ORDER # 1 OF THE ALUM CREEK WRF ROOF
SYSTEM EVALUATION:

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

WHEREAS, Mays Consulting and Evaluation Services, Inc. is under contract to evaluate the roof system at Alum Creek WRF; and

WHEREAS, the Sanitary Engineer has determined that additional buildings need their roof systems evaluated because they were built and designed in the same construction contract period as Alum Creek WRF; and

WHEREAS, the County needs a cost estimate to replace the deficient roof systems; and

WHEREAS, Mays Consulting and Evaluation Services, Inc. has provided a price of \$6,000.00 to complete the additional scope of work; and

WHEREAS, the Sanitary Engineer recommends approving Change Order #1 to increase the contract price; and

WHEREAS, there is not a change in the contract times;

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

Section 1. The Board hereby approves Change Order #1 to the contract with Mays for the Alum Creek WRF Roof System Evaluation.

Section 2. The Board hereby approves an increase to the purchase order with Mays Consulting and Evaluation Services, Inc. in the amount of \$6,000.00.

Change Order
No. 1

Date of Issuance: 10/31/2011 Effective Date:

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Project: Alum Creek WRF Roofing Investigation	Owner: Delaware County RSD	Owner's Contract No.:
Contract:		Date of Contract: 1/24/2011
Contractor: Mays Consulting		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The contract is amended to include additional buildings built and designed in
the same contract period. The contractor will also provide a replacement cost estimate for
settlement/litigation purposes.
Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar
\$ 99.695.00	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. to No.:	[Increase] [Decrease] from previously approved Change Orders No. to No.:
\$	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$99.695.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
\$6.000.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$105.695.00	Substantial completion (days or date):
	Ready for final payment (days or date):

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

RESOLUTION NO. 11-1400

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends accepting the resignation of Nathan Greene a part-time paramedic with the EMS Department; effective date July 15, 2011;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Nathan Greene a part-time paramedic with the EMS Department; effective date July 15, 2011.

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

RESOLUTION NO. 11-1401

IN THE MATTER OF APPOINTING MEMBERS TO THE MILLSTONE COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on December 8, 2005, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 05-1627, establishing the Millstone Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 05-1627 and section 349.04 of the Revised

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Code; and

WHEREAS, the terms of the local government representative and one citizen member to the Millstone Community Authority Board of Trustees will expire on December 7, 2011;

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

Section 1. The Board of Commissioners hereby approves the appointments of the following members to the Millstone Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Paul Wise	December 7, 2013
Citizen Member	Doug Ritter	December 7, 2013

Section 2. The appointments approved herein shall be effective on December 8, 2011.

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

RESOLUTION NO. 11-1402

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY PORT
AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Port Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the term of Director Larry Cline will expire on December 31, 2011;

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

Section 1. The Board of Commissioners hereby approves the reappointment of Larry Cline as a member to the Delaware County Port Authority Board of Directors for the term commencing on January 1, 2012 and ending on December 31, 2015.

Section 2. The appointment approved herein shall be effective on January 1, 2012.

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

RESOLUTION NO. 11-1403

IN THE MATTER OF APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE
COUNCIL FOR OLDER ADULTS OF DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making several appointments to the Board of Directors of the Council for Older Adults of Delaware County; and

WHEREAS, the term of Director Janet Garlock will expire on December 31, 2011;

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

Section 1. The Board of Commissioners hereby approves the reappointment of Janet Garlock as a member to the Board of Directors of the Council for Older Adults of Delaware County for the term commencing January 1, 2012 and ending December 31, 2014.

Section 2. The appointment approved herein shall be effective on January 1, 2012.

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

RESOLUTION NO. 11-1404

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF APPLICATIONS FOR DOMESTIC
VIOLENCE FUNDS FOR 2012 ESTIMATING AMOUNT OF FUNDS ANTICIPATED AND

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ALLOCATING SAME TO QUALIFIED APPLICATIONS. THIS ACTION PURSUANT TO
CHAPTER 3113 OHIO REVISED CODE:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to acknowledge receipt of qualified applications for 2012 domestic violence funds from “Turning Point” Shelter, Marion, Ohio and “Choices” Shelter, Columbus, Ohio and to estimate the total sum to be collected in said fund in 2012 at \$31,000.00. Further that said funds to be allocated as follows:

90% of funds actually received to Turning Point, Marion, Ohio
10% of funds actually received to Choices, Columbus, Ohio

Said allocation based on percentage of services provided to Delaware County residents by the respective shelters in 2011.

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-Later Today EMA Meeting
-On Tuesday Will Attend The 911 Board Meeting

Commissioner Thompson
-This Past Weekend Attended The City’s Veterans Memorial Bridge Ceremony In Honor Of The 70th Anniversary Of Pearl Harbor

Commissioner Stapleton
-DKMM Meeting Next Week In Marion
-MORPC Meeting Thursday
-CCAO Conference Starts Next Week; No Session Monday

RESOLUTION NO. 11-1405

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT
LITIGATION AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:05AM.

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

RESOLUTION NO. 11-1406

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 11:40AM.

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

**Due to a prior commitment Commissioner Thompson was absent for the vote to adjourn executive session.*

10:30AM SPECIAL BUDGET SESSION

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners