

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 13, 2012

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. 12-1350**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 6, 2012:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 6, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**PRESENTATION/REPORT DEBBIE SHATZER-CONVENTION AND VISITOR'S BUREAU**

**RESOLUTION NO. 12-1351**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1212, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1212:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1212, memo transfers in batch numbers MTAPR1212, and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
<b>PO' Increase</b>					
	Treasurer State Of Ohio	Collabor 8 Job and Family	22411601-5301	\$20,000.00	
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Amount</b>	<b>Line</b>
R1206652	SMITH AND ASSOC EXCAVATING INC	INSTALLATION OF BY PASS CONNECTION AT SCIOTO BLUFF	66611910 - 5410	\$8,881.00	0001
R1206683	MCNAUGHTON MCKAY INC	REPLACEMENT DRIVES FOR RAW PUMPS 1,3,4,6 AND 7	66611903 - 5450	\$41,734.00	0001
R1206695	CRANE AMERICA SERVICES	ANNUAL CRANE & HOIST INSPECTIONS	66211903 - 5328	\$3,692.00	0001
R1206695	CRANE AMERICA SERVICES	ANNUAL CRANE & HOIST INSPECTIONS	66211904 - 5328	\$1,092.00	0002
R1206695	CRANE AMERICA SERVICES	ANNUAL CRANE & HOIST INSPECTIONS	66211906 - 5328	\$208.00	0003
R1206695	CRANE AMERICA SERVICES	ANNUAL CRANE & HOIST INSPECTIONS	66211911 - 5328	\$156.00	0004

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

**RESOLUTION NO. 12-1352**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Andrea Delcol attend Paternity Training January 30,

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2013 and Case Intake Training January 9, 2013, in Columbus, Ohio; at no cost.

The Child Support Enforcement Agency is requesting that Zeke Keesbury attend Enforcement and Medical Training March 27, 2013 and Case Management Training January 16-17, 2013, in Columbus, Ohio; at no cost.

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

**RESOLUTION NO. 12-1353**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DONALD T. PLANK, REQUESTING ANNEXATION OF 4.912 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on December 5, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 4.912 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 12-1354**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DONALD T. PLANK, REQUESTING ANNEXATION OF 8.014 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on December 5, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 8.014 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 12-1355**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DONALD T. PLANK, REQUESTING ANNEXATION OF 1.0 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on December 5, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 1.0 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 12-1356**

**IN THE MATTER OF APPROVING A LETTER OF ARRANGEMENT BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE'S OFFICE:**

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

Whereas, the Delaware County Auditor recommends approval of the letter of arrangement between the Delaware County and the Auditor of State's Office;

Therefore Be It Resolved, that the Commissioners approves the letter of arrangement between the Delaware County and the Auditor of State's Office.

Honorable George Kaitsa  
Delaware County Auditor  
140 North Sandusky Street P.O. Box 8006  
Delaware, Ohio 43015  
Dear Mr. Kaitsa:

This letter is to confirm our understanding of the terms and objectives of our engagement with Delaware County and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software and information provided by the County, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile the basic financial statements for Delaware County for the years ending December 31, 2012, and 2013.

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LGS is responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the County's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, LGS will not express an opinion or provide any assurance regarding the financial statements.

If for any reason we are unable to complete the compilation of the County's financial statements, we will not issue a report on such statements as a result of this engagement. Subsequent to the completion of the compilation, LGS will provide technical assistance in assembling the County's Comprehensive Annual Financial Report (CAFR). LGS will not issue a compilation report. Rather, we will provide a "management only" copy of the compiled financial statements for management to submit to your auditors. We will also retain a copy to meet the annual report filing requirement with our office.

Delaware County remains responsible for the preparation and accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the County's responsibility to fair presentation of the financial statements in design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the County has determined that someone other than the individual with whom we worked last year will fulfill this role, the County must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered into the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the County:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements, and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the County Commissioners during the year;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all County funds and bank accounts as of year end;
5. Documentation for receivables including taxes, intergovernmental, and accounts receivable, inventory, and prepaid items as of year end;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the year;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payable, workers' compensation, retirement, and other current and long-term liabilities as of year end;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that

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- details balances at the beginning and end of the year, increases and decreases, and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums, and discounts for additions should be identified separately.
  10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
  11. Information to support necessary modified accrual and accrual adjustments at year end;
  12. Information regarding transfers by fund including the amount and purpose for each transfer;
  13. The transmittal letter and statistical section;
  14. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers, or financial institution account numbers associated with an individual. The County shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the County must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the County and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the County in terms of resources, recordkeeping, or other issues, the County and LGS may collaborate on alternative methods of providing the County's data to LOS without compromising the personal information on individuals served or employed by the County.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LOS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements, review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements, enter usable information from the prior year trial balances to the trial balances that will be used for the year being reported, and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Management is responsible for identifying and ensuring the County complies with the laws and regulations applicable to its activities. Management is also responsible to prevent and detect fraud. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that 260 hours will be needed to complete this engagement for each year 2012 and 2013. Our fees for these services will be billed monthly to the County at a rate of \$50 per hour and the total cost is not anticipated to exceed \$13,000 for each year. If additional time or services should be necessary, we will notify the County regarding any amendment to this contract that may be required.

Upon a thirty day written notice, either party may terminate this agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to the Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed upon rate for any and all work done to the date of such notice.

If you are in agreement with the terms of this contract, please sign and certify this engagement letter in the appropriate

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spaces and return it to me no later than December 31, 2012. If we do not hear from you by December 31, 2012, we will assume the County does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Belinda L. Miller, Chief Project Manager, at 1800-345-2519.

Sincerely, DAVE YOST Auditor of State  
Unice S. Smith, Chief of Local Government Services

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

**RESOLUTION NO. 12-1357**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (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 automobile to be used by the County Commissioners, 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 Sheriff's Office to expend county monies for the purchase of new cruisers;

WHEREAS, the cruisers are available for purchase through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new automobiles to be used by the County Sheriff or his employees for the following reasons: (1) existing cruisers have reached the end of their useful service lives; (2) new cruisers are necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) new cruisers will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of two (2) 2013 Chevy Impala Police vehicles at a cost of \$20,710.00 per vehicle from Taylor Chevrolet and declares that the purchase of said vehicles shall be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901213, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the purchase of six (6) 2013 Ford Utility Police Interceptors at a cost of \$31,802.00 per vehicle from Statewide Ford Lincoln Mercury, upon the terms, conditions, and specifications of State of Ohio STS Contract #RS901213

Section 4. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors under Contract # RS901213 and hereby approves the purchase order(s) From fund number 10031301-5450.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

**RESOLUTION NO. 12-1358**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve and execute Resolution No. 12-1358 declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use

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for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 12-79. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

**ADDENDUM "A"**

This document identifies the property referred to in the above Resolution.

Item #	Make	Model	Serial #	Description
1	21 99 Ford	Expedition	1FMFU18L2XLA77674	NOT ROAD WORTHY, GAS TANK NEEDS REMOVED AND NEW HARNESS /WELDING
2	22 94 FORD	ECONOLINE VAN	1FTHE24YXRHB73989	SALVAGE TITLE, NO KEYS
3	23 00 MERCEDES BENZ	BRABUS	WDBLK65G4YT036377	
4	24 99 MERCEDES BENZ	CLK 320	WDBLJ65GXXF113219	
5	25 98 NISSAN	MAXIMA	JN1CA21D9WM933200	SALVAGE TITLE
6	26 01 DODGE	DURANGO	1B4HS28Z61F577347	
7	27 HAVIS			16 LAPTOP PLATFORM SWIVEL MOUNTS
8	28 HANNIS	HG281D		COMPUTER MONITOR
9	29 MAGNAVOX	MWR20VR	D19661322A	VCR/RW BURNER
10	30 HEWLETT PACKARD	DESKJET 990 CSE	MXOAJ1T153	PRINTER
11	31 DELL TOWERS	OPTIPLEX 770, GX270, SERVER		NO MEMORY, NO RAM,NO OPERATING SYSTEM, 5 TOTAL(3 770'S, 1 EA. OTHER 2)
12	32 MISC TOWERS			NO MEMORY, NO RAM,NO OPERATING SYSTEM
13	33 GATEWAY TOWERS			5 TOWERS, NO MEMORY, RAM OR OPERATING SYSTEM
14	34			
15	35 JEEP	LIBERTY	1J4GL48K73W513471	
16	36 Ryobi	HP1202M	054262	12.0 volt battery operated drill driver w/no charger
17	37 RYOBI			18 VOLT BATTERY PACK
18	38 ACER ASPIRE	MS2253	LXATS0Y039902026332000	ACER ASPIRE LAPTOP 5335 SERIES, INTEL CELERON PROCESSOR 585, 2GB DDR2, 160GB HDD, DVD SUPER MULTI DL
19	39 MISCELLANEOUS TOOLS			MISCELLANEOUS HAMMERS, 12V BATTERY, CRAFTSMAN CHARGING STAND, BRINKMANN MINI O BEAM FLASHLIGHT
20	40 CANON	POWERSHOT TX1		CANON DIGITAL CAMERA WITH VIDEO
21	41 APPLE	A1099	JQ535Y65TDS	WHITE APPLE IPOD 20GB WITH CASE AND MAXWELL CASSETTE ADAPTER
22	42 RCA			5 DISC CHANGER
23	43 EMERSON	EWD2203		DVD AND VCR
24	44 MAKITA	LXT LITHIUM ION		MAKITA LXT LITHIUM ION TOOLS WITH BAG INCLUDING: BATTERY CHARGER, CORDLESS SAW, CORDLESS DRIVER DRILL, CORDLESS IMPACT DRIVER, AND JOB LIGHT
25	45 TECHNIC/SONY	TECHNIC #SL-MC4 / SONY STR-DE185	TECHNIC #GW1KC002420 / SONY # 810614	TECHNIC COMPACT DISC PLAYER AND SONY AUDIO/VIDEO CONTROL CENTER
26	46 MPH Radar	K55	K001072, K001064, K93403, K69007, K48032	Dash Mounted - Lot of 5
27	47 MPH Radar	K55	K47X53, K001062, K48508, K20091, K18413	Dash Mounted - Lot of 5
28	48 MPH Radar/Custom	K55	CC7653, K000314, K36339, K41650, K21732	Dash Mounted - Lot of 5 (4-MPH/1-Custom)

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

**RESOLUTION NO. 12-1359**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND**

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**FAMILY SERVICES AND ATRIUM PERSONNEL & CONSULTING SERVICES FOR INTERIM STAFF SERVICES:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the agreement with Atrium Personnel & Consulting Services for Interim Staff services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement with Atrium Personnel & Consulting Services for Interim Staff services:

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement"), is made and entered into this **10th** day of **October 2012**, by and between Atrium Personnel & Consulting Services., an Ohio LLC, (hereinafter "ATRIUM") with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky St, Delaware, Ohio 43015, and Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

**Background**

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

**Terms**

**1. Scope of Services.** This agreement shall be in effect from January 1, 2013 through June 30, 2013 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.

**2. Fees.** DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

**3. Payment of Fees.** ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$10,000.

**4. Termination of Work Orders.** All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

**5. Replacement.** If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

**6. Advertising.** ATRIUM shall have the right to include DCDJFS's name in a general listing of

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users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

**7. Severability.** If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

**8. Entire Agreement; Amendment.** This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

**9. Assignment.** Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

**10. Waiver.** No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

**11. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

**12. Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

**13. Relationship of Parties.** ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County

**14. Duly Authorized Signatures.** ATRIUM states and agrees that the individual(s) who, on behalf of ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

**15. Findings for Recovery.** ATRIUM certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**16. Non-Discrimination.** ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

**17. DCDJFS Indemnification.** To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any



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incident, damages, injury, accident or occurrence related in any manner to ATRIUM's performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM's performance of this Agreement, 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.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM's performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

**Exhibit A  
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided: Per agreed work order
4. Atrium Employee Name: To be provided
5. Start Date: January 1, 2013 through June 30, 2013
6. Bill Rate: \$10,000 yr.

This Job Order constitutes the Job Order referred to in the Master Contract

DCDJFS NAME: \_\_\_\_\_ ATRIUM:  
BY: \_\_\_\_\_ BY: \_\_\_\_\_

All communication should be directed to ATRIUM at the address as follows:

ATRIUM  
120 East High Street, Mount Vernon, OH 43050  
Ph: 740-393-2771  
Fax: 740-393-2790

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

**RESOLUTION NO. 12-1360**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT OF THE CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the First Amendment of the Contract for Transportation Services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following First Amendment of the Contract for Transportation Services with the Delaware County Transit Board:

**First Amendment to Contract  
Transportation Services**

This First Amendment of the Contract For Transportation Services is entered into by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2<sup>nd</sup> 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 Delaware County Transit Board (hereinafter "DCTB"), whose address is 119 Henderson Court Delaware, Ohio 43015 (hereinafter individually "Party," collectively, "Parties").

**WHEREAS**, the Parties entered into the Contract For Transportation Services (hereinafter "Contract") dated January 1, 2012; and,

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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 change the following item:

A. The Budget will be amended for the following line items:

- (1) Total Costs will be increased to a revised total budget amount of \$ 82,500.

B. The expiration date will be extended from 12/31/2012 to 3/31/2013.

2. 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.

3. 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.

4. 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.

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

**RESOLUTION NO. 12-1361**

**IN THE MATTER OF ACCEPTING THE FISCAL YEAR 2012 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT B-F-12-1AT-1 WITH THE OHIO DEVELOPMENT SERVICES AGENCY:**

It was moved by Mr. Thompson, seconded by Stapleton to accept Grant Agreement B-F-12-1AT-1:

WHEREAS, Delaware County Board of Commissioners Resolution 12-604 authorized the Economic Development Director to submit a Fiscal Year 2012 Small Cities Community Development Block Grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided a Grant Agreement, which must be accepted before project funding can begin; and

WHEREAS, the Economic Development Director has reviewed the Grant Agreement and recommends approval;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves Grant Agreement B-F-12-1AT-1 for the FY2012 Small Cities Community Development Block Grant.

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

**RESOLUTION NO. 12-1362**

**IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS BY AND BETWEEN VITTOE CONSTRUCTION, INC.; THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE VILLAGE OF OSTRANDER, OHIO:**

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

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**SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS**

This Settlement Agreement And Mutual Release Of All Claims (“Agreement”) is made on this 13<sup>th</sup> day of December, 2012 (the “Effective Date”) by and between Vititoe Construction, Inc. (“Vititoe”), the Board of Commissioners of Delaware County, Ohio (“the County”), and the Village of Ostrander, Ohio (the “Village”).

WHEREAS, Vititoe and the County entered into a contract for the Home Road Over North Branch Of Eversole Run Bridge Replacement Project, DEL-CR124-0.76 (the “Home Road Project”);

WHEREAS, Vititoe and the County, as contracting agent on behalf of the Village, entered into a contract for the Village of Ostrander Storm Drainage Improvements Phase IV Project, Contract No. 2005-01 (the “Ostrander Project”).

WHEREAS, disputes arose between the parties relating to the Home Road Project and the Ostrander Project.

WHEREAS, Vititoe and the County are parties to litigation in relation to the Home Road Project in the Delaware County Court of Common Pleas (Case No. 11CVH05612) (the “Delaware County Lawsuit”). Vititoe and the County, as contracting agent on behalf of the Village, are parties to an arbitration, with John Petro as the arbitrator, in relation to the Ostrander Project (the “Arbitration”).

WHEREAS, the parties desire to resolve all issues between them relating to the Ostrander Project, the Home Road Project, and any and all claims and disputes, known or unknown, arising out of or relating in any way to those Projects.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above paragraphs are fully incorporated by reference and are not mere recitals and are relied upon by the parties hereto as a material part of this Agreement.
2. The County agrees to pay Vititoe FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) as settlement of all claims between the parties relating to the Home Road Project. Payment shall be made within thirty days after approval of this Settlement Agreement and Mutual Release of All Claims by the County, which approval will be sought at a regularly scheduled Commissioners meeting on or before December 31, 2012.
3. Vititoe agrees to pay the County THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00) as settlement of all claims between the parties relating to the Ostrander Project. Payment shall be made within thirty (30) days after full execution of this Agreement.
4. Upon receipt of the settlement payment identified in Paragraph 2, above, Vititoe will dismiss the Delaware County Lawsuit with prejudice. Upon receipt of the settlement payment identified in Paragraph 3, above, the County will dismiss the Arbitration with prejudice.
5. In consideration of the mutual promises contained herein, Vititoe and its successors, assigns, agents, affiliates, employees, former employees, agents, attorneys, officers, directors, principals, sureties and insurers or other representatives; the County and its successors, assigns, agents, affiliates, employees, former employees, agents, attorneys, officers, directors, principals, sureties and insurers or other representatives; and the Village and its successors, assigns, agents, affiliates, employees, former employees, agents, attorneys, officers, directors, principals, sureties and insurers or other representatives, do hereby fully release, acquit and forever discharge each other and their respective successors, assigns, agents, affiliates, employees, former employees, agents, attorneys, officers, directors, principals, sureties and insurers or other representatives from any and all claims of whatever nature or description, whether now known or arising in the future, and whether arising from contract, warranty, express or implied, in contract or tort, relating to the Home Road Project and the Ostrander Project.
6. The parties to this Agreement shall be responsible for their respective attorney’s fees incurred through the date of this Agreement.
7. This Agreement shall be binding upon all parties to this Agreement, and their successors and assigns and shall inure to the parties’ benefit and to that of their respective directors, officers, employees, attorneys, representatives, insurers, sureties, suppliers, distributors, agents and any of their past or present parents, subsidiaries, affiliates, divisions, or other organizational units of any kind.
8. This Agreement shall be governed by the laws of the State of Ohio.
9. The parties to this Agreement acknowledge and agree that this Agreement is voluntarily entered into by all parties hereto. All reference to days in the Agreement shall mean calendar days. Time is of the essence as to all aspects of this Agreement.
10. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable, in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and

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this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein.

11. This Agreement may be signed in counterpart and a copy or fax shall constitute an original.
12. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no agreements, representations or warranties except as specifically set forth herein. All prior settlement discussions, negotiations, and demands of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought;
13. None of the parties to this Agreement shall be considered to be the drafter of said Agreement or any provision hereof, for the purpose of any statute, case law, or rule of interpretation/construction that would or might cause any provision hereof to be construed against the drafter of this Agreement;
14. The parties acknowledge that they have reviewed this Agreement and have had the opportunity to obtain the advice of counsel of their choice prior to executing this Agreement;
15. The parties represent and warrant that none of the claims referenced in this Agreement have been assigned, transferred or otherwise conveyed to any other person or entity; and
16. The parties represent and warrant that the person executing this Agreement on their behalf is duly authorized by each of them to do so.

**Further be it resolved**, that the Board of Commissioner approve a purchase order to Vititoe Construction in the amount of \$45,000.00 (from 10040421-5425 and 60111901-5370).

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

**RESOLUTION NO. 12-1363**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Interim Director of 911 Communications recommends Bobbi Henney for (CTO) Communications Training Officer for pay 1201026 and pay 1301001 and approves the accompanying extra \$25.00 per pay; effective December 8, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve Bobbie Henney for (CTO) Communications Training Officer for pay 1201026 and pay 1301001 and approves the accompanying extra \$25.00 per pay; effective December 8, 2012.

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

**RESOLUTION NO. 12-1364**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10011105-5338	10011105-5201	
Lands & Buildings/Utilities	Lands & Buildings/General Supplies	7,500.00
10031317-5101	10031317-5001	
Contract Deputies/Benefits	Contract Deputies/Compensation	35,000.00
10031317-5120	10031317-5001	
Contract Deputies/Benefits	Contract Deputies/Compensation	12,850.00
10031301-5201	10031301-5450	
Sheriff Deputies/Supplies	Sheriff Deputies/Equipment	4,800.00
10031301-5220	10031301-5450	
Sheriff Deputies/Software	Sheriff Deputies/Equipment	3,000.00
10031301-5225	10031301-5450	
Sheriff Deputies/Protective Equip	Sheriff Deputies/Equipment	10,000.00
10031301-5228	10031301-5450	

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Sheriff Deputies/Vehicle Maint 10031301-5250	Sheriff Deputies/Equipment 10031301-5450	24,000.00
Sheriff Deputies/Minor Tools 10031301-5260	Sheriff Deputies/Equipment 10031301-5450	56,000.00
Sheriff Deputies/Inventoried Tools 10031301-5325	Sheriff Deputies/Equipment 10031301-5450	44,000.00
Sheriff Deputies/Maint Contracts 10031304-5201	Sheriff Deputies/Equipment 10031301-5450	20,000.00
Sheriff Conveyance/Supplies 10031304-5225	Sheriff Deputies/Equipment 10031301-5450	2,000.00
Sheriff Conveyance/Protective Equip 10031304-5250	Sheriff Deputies/Equipment 10031301-5450	3,000.00
Sheriff Conveyance/Minor Tools 10031304-5305	Sheriff Deputies/Equipment 10031301-5450	2,500.00
Sheriff Conveyance/Training 10031304-5308	Sheriff Deputies/Equipment 10031301-5450	2,000.00
Sheriff Conveyance/Memberships 10031304-5328	Sheriff Deputies/Equipment 10031301-5450	1,500.00
Sheriff Conveyance/Maintenance 10031328-5224	Sheriff Deputies/Equipment 10031301-5450	2,000.00
Federal Prisoners/Uniforms 10031328-5225	Sheriff Deputies/Equipment 10031301-5450	200.00
Federal Prisoners/Protective Equip 10031328-5250	Sheriff Deputies/Equipment 10031301-5450	11,000.00
Federal Prisoners/Minor Tools 10031328-5305	Sheriff Deputies/Equipment 10031301-5450	6,000.00
Federal Prisoners/Training 10031328-5450	Sheriff Deputies/Equipment 10031301-5450	7,500.00
Federal Prisoners/Equipment 10031303-5225	Sheriff Deputies/Equipment 10031301-5450	360.00
Sheriff Jail/Protective Equip 10031303-5294	Sheriff Deputies/Equipment 10031301-5450	14,000.00
Sheriff Jail/Food 10031303-5294	Sheriff Deputies/Equipment 10031303-5450	14,000.00
Sheriff Jail/Food 10011303-5004	Sheriff Jail/Equipment 10011303-5345	19,000.00
EMS/Overtime	EMS/Safety Services	60,000.00
<b>Supplemental Appropriation</b>		
60211902-5201	Employee Benefits/Supplies	1,300.00
60211902-5370	Employee Benefits/ Insurance Premium	715,000.00
24911311-5301	Domestic Violence/Prof Services	13,000.00
27526315-5001	State Victims Asst Grant/Salaries	(1,000.00)
28931314-5215	Drug Enforcement & Edu/Program Sup	(1,000.00)
50411121-5375	BR Rd Imp US 23 Lewis Ct/Election Svc	(2,478.76)
50411121-5710	BR Rd Imp US 23 Lewis Ct/Principal	(5.34)
25522309-5301	Drug Ct Docket/Profess Svc	(4,200.00)
51911136-5725	BR O'Brien Ditch/Prin Bond	(200.00)
22311611-5450	WIA/Equipment	(135,000.00)
22311611-5348	WIA/Client Svc	(6,000.00)
28831313-5001	Road & Bridge Fines/Compensation	5,020.00
28831313-5004	Road & Bridge Fines/Overtime	500.00
28831313-5102	Road & Bridge Fines/Workers Comp	50.00
28831313-5120	Road & Bridge Fines/PERS	905.00
28831313-5131	Road & Bridge Fines/Medicare	70.00
<b>Transfer of Funds</b>		
<b>From</b>	<b>To</b>	
10011102-5801	60111901-4601	500,000.00
Commissioners General/Transfers	Property & Casualty Ins/Interfund	
10011102-5801	21411306-4601	
Commissioners General/Transfers	911/Interfund	300,000.00

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10011102-5801	23612302-4601	
Commissioners General/Transfers	Victims of Crime/Interfund	22,000.00

**Establish New Org Keys**

10011139	Public Information /Community Relations
28631336	2013 Leap Grant
29440431	South Old State Road Improvement
60211924	Employee Wellness Program
40940430	Ross Road Bridge
22411615	2013 COA Grant

**Change Description**

60211903	Employee Benefits
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**Further Be It Resolved**, The Board Of Commissioners approve a purchase order to Turning Point in the amount of \$12,404.70 (24911311).

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

**RESOLUTION NO. 12-1365**

**IN THE MATTER OF REVISING RESOLUTION NO. 12-869 (AUTHORIZING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DELAWARE COUNTY FAIR COMMISSIONERS' DAY AT THE FAIR EVENT):**

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

WHEREAS, Resolution 12-869 authorized the purchase of coffee, meals, refreshments and other amenities for the Delaware County Fair Commissioners' Day At The Fair Event In The Maximum Amount Of \$350.00; and

Whereas, due to an increase in the actual amount due for meals and the need to purchase supplies for the event at the cost of \$440.00, it should have reflected the amount of \$440.00;

Therefore Be it Resolved, that the Delaware County Board of Commissioners revises resolution NO. 12-869 and hereby authorizes the use of General Funds in the additional amount of \$90.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Fair Jug Day Commissioners' Tent.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

- Attended And Participated In A DKMM Executive Meeting; Retirement Issues
- Attended And Participated Regional Planning Executive Meeting

**Commissioner Thompson**

- Holiday Season

**Commissioner Stapleton**

- No Additional Comments

**RESOLUTION NO. 12-1366**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:43AM.

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

**RESOLUTION NO. 12-1367**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:40AM.

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

\*Due to a prior commitment Commissioner Stapleton was absent for the adjourning of executive session.

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There being no further business, the meeting adjourned.

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners