

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 24, 2013

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

Present:  
Ken O'Brien, President  
Dennis Stapleton, Vice President  
Gary Merrell, Commissioner

RESOLUTION NO. 13-1097A

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 21, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 21, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1098

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1023, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1023:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1023, memo transfers in batch numbers MTAPR1023 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
MTECH COMPANY (line 1)	CAMERA TRUCK PARTS	66211901-5260	\$ 1,600.00
MTECH COMPANY (line 3)	RKI METERS	66211901-5201	\$ 4,000.00
MTECH COMPANY (line 4)	CALIBRATION STATIONS	66211901-5201	\$ 4,000.00
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account Amount</b>
<b>911 DEPARTMENT-MATERIALS AND SUPPLIES</b>			
R1305915	PYRINEX INC	REPLACEMENT COMPUTERS	21411306-5260 \$5,560.00

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

RESOLUTION NO. 13-1099

IN THE MATTER OF CHANGING THE STARTING TIME OF THE THURSDAY NOVEMBER 7, 2013 COMMISSIONERS' SESSION TO 10:00AM:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to change the starting time of the Thursday November 7, 2013 Commissioners' Session to 10:00AM.

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

RESOLUTION NO. 13-1100

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO B & L PACKRAT LLC FOR ITB #13-01 SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for snow removal and ice melting agent application services for

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various Delaware County parking lots and driveways on October 16, 2013; and,

WHEREAS, after carefully reviewing the bids received, the bid submitted by B & L Packrat LLC has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by B & L Packrat LLC for ITB #13-01 Snow Removal Services for Delaware County.

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

**RESOLUTION NO. 13-1101**

**IN THE MATTER OF SETTING DATE AND TIME FOR REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ELECTRIC PROCUREMENT AND RELATED SERVICES FOR DELAWARE COUNTY, OHIO:**

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

**PUBLIC NOTICE  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
ELECTRIC PROCUREMENT AND RELATED SERVICES  
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners wishes to receive Statements of Qualifications (SOQ) from a qualified professional consulting firm to provide electric procurement and related services for all county-held accounts. Such services may include, but not be limited to, electrical generation procurement as part of the choice program, rate analysis, load response and risk management.

The work may involve, but may not be limited to, development of a buying strategy, bid preparation, risk management, rate analysis, load response and reporting. The firm and/or the employees must not be affiliated with a particular electric supplier and shall at all times act in the best interest of Delaware County. Should an electric supplier or affiliated company be selected to perform these services, that supplier or affiliate may not bid to supply electricity to the County.

The complete Request for Qualifications may be obtained off the internet at the County's web page, <http://www.co.delaware.oh.us> under "Bids and Notices".

Statements of Qualifications will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015 until 4:00 PM on Tuesday November 19, 2013. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

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

**RESOLUTION NO. 13-1102**

**IN THE MATTER OF APPROVING THE CAPACITY EXCHANGE AGREEMENT BY AND BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO STATE UNIVERSITY ON BEHALF OF OARNET:**

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

Whereas, the Director Of The DATA Center recommends approving the capacity exchange agreement by and between Delaware County Board of Commissioners and The Ohio State University on behalf of OARnet;

Therefore Be it Resolved, the Board of Commissioners approve the capacity exchange agreement by and between Delaware County Board of Commissioners and The Ohio State University on behalf of OARnet:

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## CAPACITY EXCHANGE AGREEMENT

This Capacity Exchange Agreement (this "Agreement") is made, as of the 15 day of March, 2013 (the "Effective Date") by and between Delaware County Board of Commissioners ("DCBC"), having its principal office at 10 Court Street, Delaware, Ohio 43015 and The Ohio State University on behalf of OARnet ("Customer"), having its principal office at 1224 Kinnear Rd. Columbus, Ohio 43212.

DCBC, who is the provider of fiber capacity, desires to enter into a capacity exchange, whereby DCBC will provide one (1) pairs of fiber from DCBC fiber capacity to OARnet in exchange for three hundred (300) megabits of OARnet's internet capacity and three hundred (300) megabits of OARnet's IntraOhio capacity, the "**Capacity Exchange**". DCBC and OARnet agree to provide maintenance and support for these exchanged services for the term of the agreement. DCBC will provide OARnet with a rack and power at the Delaware location and OARnet will provide router and optical equipment to deliver the exchange services.

This Agreement sets forth the terms and conditions applicable to the Capacity Exchange.

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. EXCHANGE OF CAPACITY.

1.A. The DCBC Provided Capacity. Throughout the Term, DCBC agrees to provide OARnet with one (1) pairs of fiber, from DCBC's fiber capacity for their use during the term of this agreement. The DCBC Provided Capacity is more specifically described in Exhibit A attached hereto. DCBC agrees to provide OARnet a rack and power at the Delaware location shown in Exhibit A.

1.B. The OARnet Provided Capacity. Throughout the Term, OARnet agrees to provide DCBC with three hundred (300) megabits of OARnet's Internet capacity and three hundred (300) megabits of OARnet's IntraOhio. The OARnet Provided Capacity is more specifically described in Exhibit B attached hereto. OARnet also agrees to provide the router necessary to deliver the exchange capacity at the Delaware location shown in Exhibit A.

1.C. Delivery. DCBC shall make the DCBC Provided Capacity available to OARnet within three (3) months of the Effective Date; and OARnet shall make the OARnet Provided Capacity available to DCBC within three (3) months of the Effective Date.

#### 1.D. Customer and Provider References.

1.D.i. "**Customer**" refers to DCBC for the OARnet Provided Capacity and to OARnet for the DCBC Provided Capacity.

1.D.ii. "**Provider**" refers to DCBC for the DCBC Provided Capacity and to OARnet for the OARnet Provided Capacity.

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2. **TERM.** The initial term of this Agreement shall begin on the Effective Date and shall extend for a period of Ten (10) years thereafter (the "**Initial Term**"). After the expiration of the Initial Term of the agreement, this Agreement shall automatically renew for two (2) additional five (5) year renewal periods (each, a "**Renewal Term**"), unless terminated at the end of the Initial Term or the then current Renewal Term, as applicable, which either party may do by providing written notice of termination to the other party not less than one (1) year prior to the expiration of the then current term. The Initial Term and the Renewal Term(s) are collectively referred to herein as the "**Term**".

3. **LIMITATION OF LIABILITY AND DISCLAIMER.**

3.A. Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

3.B. Disclaimer of Warranty. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SYSTEMS OR THE SERVICES IT IS PROVIDING HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4. **NOTICES.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications shall be given to DCBC at:

Delaware County Administrative Services Division  
10 Court Street  
Delaware, Oh 43015  
Attn: Steve Lewis

All notices and other communications shall be given to OARnet at:

OARnet  
1224 Kinnear Road  
Columbus, Ohio 43212  
Attention: Pankaj Shah

Either party may by similar notice given change the address to which future notices or other communications shall be sent.

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**5. FORCE MAJEURE.** Neither party shall be in default under this Agreement if and to the extent that any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations"); war or civil disorder; strikes or other labor disputes; or any other cause beyond the reasonable control of such party. The party claiming relief under this Section shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

**6. DEFAULT.**

6.A. Default Generally. A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a party fails to cure such material breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

6.B. Dispute Resolution Process. In the event of a default or a contested default hereunder, the non-defaulting party shall have the right to employ the Dispute Resolution Process described in Section 7 below.

6.C. Specific Performance. The parties acknowledge and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each party may be entitled to specific performance of the obligations hereunder, this being in addition to any other right or legal remedy available to such party.

**7. DISPUTE RESOLUTION.** The parties hereto plan to use due diligence to work together to implement this Agreement and amicably resolve their differences. However, the parties understand that issues and conflicts may arise where they reach an impasse. The parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("Demand"). After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place within fifteen (15) business days to try to resolve the Dispute by negotiation. Each party shall bear its internal expenses and its attorney's fees and expenses

Notwithstanding the foregoing, either party hereto may resort to a court by applying for interim relief if such party reasonably determines that such relief is necessary to prevent irreparable injury to it or to a third party without the requirement to post a bond.

**8. ASSIGNMENT.** This Agreement shall be binding on each party and each party's respective successors and assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, the parties may assign this Agreement without the

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consent of the other party to any affiliate of such party, to the surviving entity into which such party may merge or consolidate, or to any entity to which the party transfers all, or substantially all, of its business and assets. Each party shall also have the right, without the consent of other party, to assign or otherwise transfer this Agreement as collateral to any lender to the assigning party; provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement. In the event any such lender assigns any rights it has under this Agreement, the other party agrees to accept performance of this Agreement by the assignee so long as the assignee is subject to the provisions of this Agreement. Neither party shall attempt to circumvent any of its obligations under this Agreement, or deprive the other party of any anticipated benefit under this Agreement, through the use of ownership changes, reorganizations, creation of new entities, or other devices.

**9. General.**

9.A. Intentionally Omitted.

9.B. Binding Effect. This Agreement and each of the parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

9.C. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio.

9.D. Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

9.E. Remedies Cumulative. Except as set forth to the contrary herein, any right or remedy shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

9.F. No Third Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as set forth in Section 9.I. below.

9.G. Jointly Drafted. This Agreement has been fully negotiated between and jointly drafted by the parties.

9.H. No Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.



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9.I. No Personal Liability. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation or company, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate or company veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations of this Section.

9.J. Relationship of the Parties. The relationship between the parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

9.K. Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.L. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

9.M. Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by each party and delivered to the party relying on the writing. The parties agree that no earlier draft or drafts of this Agreement shall be used for any purpose.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

Delaware County Board of Commissioners

The Ohio State University, on behalf of OARnet

By: \_\_\_\_\_

By: Geoffrey S. Chatas

Name: \_\_\_\_\_

Name: Geoffrey S. Chatas

Title: \_\_\_\_\_

Title: Sr VP for Bus and Fin & CFO

Date: \_\_\_\_\_

Date: 9.18.13



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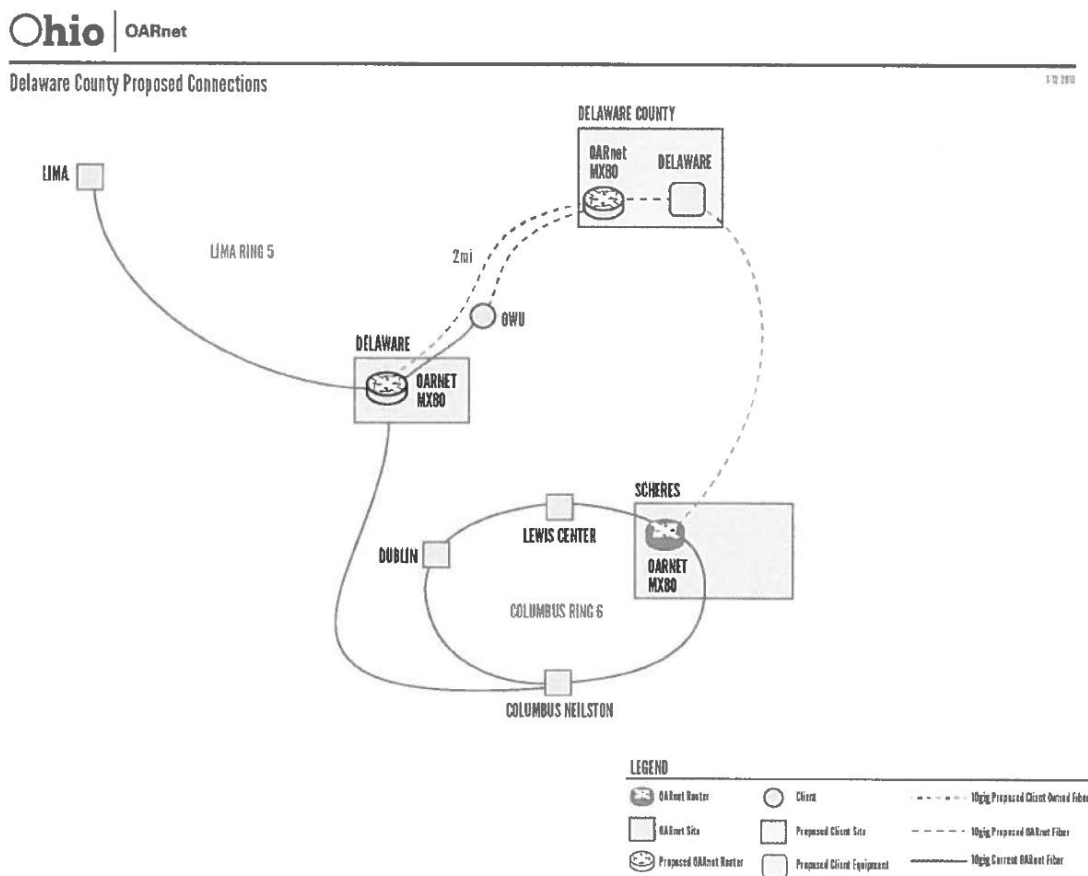
Exhibit A

DCBC Provided Capacity

The "DCBC Provided Capacity" includes two (2) pair of fibers from DCBC fiber capacity along a route that connects the following points:

- 1) Ohio Wesleyan
- 2) Delaware County Office located at 10 Court Street, Delaware, OH 43015
- 3) DataCenterBZ located 535 Scherers Ct., Columbus, OH 43085

The DCBC Route is illustrated on the map below:



OARnet may provide access to the fiber at these locations provided OARnet has co-location authorization from DCBC or Ohio Wesleyan University.

Exhibit B

OARnet Provided Capacity

The "OARnet Provided Capacity" includes:

- A. Access to Three Hundred (300) megabits of Internet Access and Three Hundred (300) megabits of IntraOhio capacity of OARnet Network capacity.
- B. OARnet capacity shall be available to DCBC to access from the OARnet POP in Delaware or the Scherers' POP located in Columbus as shown in the map in attachment A.
- C. OARnet will provide router at the Delaware County location.

This configuration will provide a ringed service offering the DCBC full redundancy and diversity on the delivery of this capacity to ensure optimum performance..



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Contract Management Portal

Home New Contract Pending Search Executed Contracts Executed Contracts Contract Info & Actions

Document Information  
Delaware County - Capacity Exchange Revised (LAC\_282357)

Actions

File Links:

<b>Native File:</b>	CAPACITY EXCHANGE AGREEMENT Delaware County-Sent to Legal - Final Version 09032013.docx	<b>Web Viewable File</b>	/content/contracts/groups/authenticated/@lac_bnfd4021-40210/documents/contract/lac_282357-1.pdf
<b>Attachment 1</b>	Delaware County - Capacity Exchange Original	<b>Attachment 2</b>	Capacity Exchange Agreement Delaware County Signature Version

Contract Data:

<b>Originator</b>	costa.31	<b>Department/Unit Requesting Review</b>	D4021-40210	<b>Full Legal Name of Other Party</b>	Delaware County Board of Commissioners
<b>Contract Approver</b>	Denis Walsh, CRO	<b>Business Purpose/Description</b>	This is a capacity exchange agreement (originally approved by B&F) for the swap of fiber and commodity internet (no cost transaction). They have asked that ...which consent shall not be unreasonably withheld or delayed..... be removed from the second sentence of section 8 of the original agreement.	<b>Total Dollar Amount of Contract</b>	\$NA
<b>Office of Legal Affairs Contact</b>	Mitchell, Mike	<b>Contract Type</b>	General	<b>Start Date</b>	9/1/13 12:00 AM
<b>End Date</b>	8/30/23 12:00 AM	<b>PHI</b>	No	<b>Handling Instructions</b>	Please review the edit mentioned below and process for signature from B&F on page 5.

Revision History

Revision	Release	Expiration	Status
1	9/3/13 11:07 AM		REVIEW

Pending Status History

<b>Requesting Information...</b>
<b>Requesting Information...</b>

THE OHIO STATE UNIVERSITY ■ WWW.OSU.EDU

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

**RESOLUTION NO. 13-1103**

**IN THE MATTER OF APPROVING THE UNITED WAY OF DELAWARE COUNTY AS A DESIGNATED CHARITABLE AGENCY UNDER THE DELAWARE COUNTY CHARITABLE AGENCIES SUPPORT POLICY:**

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

WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the "Policy") via Resolution No. 13-424; and

WHEREAS, the Charitable Agency Committee met and reviewed the only application submitted and recommends designating United Way of Delaware County as a Charitable Agency under the Policy, United Way of Delaware County having met all the eligibility requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves designating United Way of Delaware County as a Charitable Agency for the 2014 and 2015 calendar years and hereby authorizes a payroll deduction plan in support of the United Way of Delaware County, all in accordance with the Policy.

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

**RESOLUTION NO. 13-1104**

**IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING UNITED WAY TO CONDUCT THE 2014 CAMPAIGN:**

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

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WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the "Policy") via Resolution No. 13-424; and

WHEREAS, the Delaware County Commissioners approved the United Way of Delaware County as the designated charitable giving designated agency after having met all the requirements; and

WHEREAS, Delaware County has more than 1100 employees who may be willing to give back to their community and who may appreciate an opportunity to contribute to this fund-raising effort through county-sanctioned activities and/or a payroll deduction plan; and

WHEREAS, every year the United Way of Delaware County conducts a fundraising campaign, on behalf of those members of the Delaware County community who have unmet needs, allowing every person donating to help impact many lives with a single donation or pledge; and

WHEREAS, a Delaware County employee is willing to serve as the 2014 Campaign Chair and county employees are willing to serve on a Campaign Planning Committee; and

WHEREAS, we have the opportunity to move the campaign to a fall time-frame in this year 2013, with pledges to be deducted from 2014 calendar year pay;

NOW THEREFORE, the Delaware County Board of Commissioners resolve to approve the conducting of the 2014 United Way Campaign, with the involvement of county employees in the fundraising activities of the campaign, scheduled from November 18 – 27, 2013, all in accordance with the Policy.

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

**DAWN HUSTON, ASSISTANT COUNTY ADMINISTRATOR/DIRECTOR OF ADMINISTRATIVE SERVICES: DISCUSSION ON POSSIBLE REQUEST IN 2014 FOR STATEMENT OF QUALIFICATIONS/REQUEST FOR BIDS ON A VOLUNTARY SUPPLEMENTAL LIFE INSURANCE PROVIDER FOR DELAWARE COUNTY**

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Stapleton:**

- Attended A Candidate Forum Night For Liberty Township And Orange Township Issues
- Would Like Information On Delaware County's Approach/Review Of Group Home Environments For Youth

**Commissioner Merrell:**

- Attended The Delaware Foundations Event On Wednesday Night

**Commissioner O'Brien:**

- Attended A Central Ohio Youth Center Trustee Meeting; May Be Some Cost Issues That Need To Be Address; Sending Information To Juvenile Court

**RESOLUTION NO. 13-1105**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:30AM.

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

**RESOLUTION NO. 13-1106**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:55AM.

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

There being no further business, the meeting adjourned.

SIGNATURES TO FOLLOW NEXT PAGE

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners