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

Present:

Gary Merrell, President Ken O'Brien, Commissioner

Absent:

Dennis Stapleton, Vice President

9:45 AM

Public Hearing To Discuss The Potential Issuance By Franklin County Of Its Revenue Bonds Pursuant To Chapter 140, Ohio Revised Code, To Finance And Refinance Hospital Facilities For The Benefit Of Nationwide Children's Hospital Located In Franklin County And Delaware County And Approving The Issuance Of The Bonds Pursuant To Section 147(F) Of The Internal Revenue Code

RESOLUTION NO. 14-595

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 22, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 22, 2014; 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 Absent Mr. O'Brien Aye

RESOLUTION NO. 14-596

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD MAY 21, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in special session on May 21, 2014; 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 special meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RETIREMENT TRIBUTE CHRIS BEAN, CODE COMPLIANCE

RESOLUTION NO. 14-597

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR052 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0528:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0528, memo transfers in batch numbers MTAPR0528 and Purchase Orders as listed below:

PR Number	v	endor Name		Line Descriptio	n	Line Account	Amount
PERMANE R1403945		OVEMENT NSTRUCTION LLC	WILI	LIS - REPLACE CC	NCRETE	40111402-5328	\$11,460.98
Vote on Mo	ion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Absent

RESOLUTION NO. 14-598

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Sharon Cole attend a Civil Rights Training in Columbus, OH on May 27, 2014 at the cost of \$12.00 (fund number 23711630).

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

RESOLUTION NO. 14-599

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM CUONG C. LUONG, DBA MULAN ASIAN BISTRO TO SAIGON ASIAN BISTRO, INC DBA SAIGON ASIAN BISTRO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Cuong C. Luong, DBA Mulan Asian Bistro has requested a transfer liquor permit to Saigon Asian Bistro, Inc. DBA Saigon Asian Bistro located at 50 Neverland Drive, Lewis Center, OH 43035 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 14-600

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 5.001 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas, on May 2, 2014, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David J. Gordon, agent for the petitioners, of 5.001 acres, more or less, in Liberty Township to the City of Powell; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 5.001 acres, more or less, in Liberty Township to the City of Powell.

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

RESOLUTION NO. 14-601

IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 408 NON-RESIDENTIAL MISDEMEANANT FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 408 Non-Residential Misdemeanant for 2014: and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and Prison Diversion officer, it will also provide funds to support these areas; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Merrell, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Merrell as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 408

Source: Ohio Department of rehabilitation and Correction

Grant Period: July 1, 2014 to June 30, 2015

 Federal Grant Amount:
 \$115,000.00

 Local Match:
 0.00

 Total Grant Amount:
 \$115,000.00

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL MISDEMEANANT

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor). 770 West Broad Street, Columbus, Ohio and Delaware County (hereinafter referred to as Grantee), 22 Court St., Delaware, Ohio, 43015. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of One Hundred and Fifteen Thousand Dollars (\$115,000.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$28,750.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 31-6400065. Total expenditures for Fiscal Year 2015 (07/01/2014 to 06/30/2015) will not in any case exceed \$115,000.00.

This Agreement is for the following programs:

Program Name	Application Identifier	AMOUNT
PSI	PSI-2015-App-DelaCPAPD-00062	\$95,000.00
ELECTRONIC MONITORING	EM-2015-App-DelaCPAPD-00063	\$20,000.00

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).
- B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.
- 2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2015. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantees application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
- 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2015. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.
- 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's applications (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
- 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
- 6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
- 7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
- 8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.
- 9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
- **10. Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and

reassessment data at time intervals determined by the Grantor. This section does not apply to presentence investigation grants.

B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2016.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. Compliance: All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01 S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-0IS is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx.

- 13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community Sanctions.
- 14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.0 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.
- 15. **Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent

during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.

- 16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantors funding source.
- 17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 19. Campaign Contributions: Grantee hereby certifies that all applicable parties listed in Divisions (I) (3)or(J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 517.13
- 20. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 24. **Controlling Law**: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. **Successors and Assigns**: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. **Finding for Recovery**: Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
- 27. **Prison Rape Elimination Act**: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Execution: This Agreement is not binding upon Grantor unless executed in full.

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

RESOLUTION NO. 14-602

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF YOUTH SERVICES FOR THE 2015 RECLAIM AND 2015 YOUTH SERVICES GRANT:

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

Grant 2014/2015

Source: Ohio department of Youth Services

Grant Period 7-1-14 thru 06-30-15

 Grant Amount:
 RECLAIM
 \$158,045.00

 Youth Services Grant
 \$245,357.00

 Local Match:
 Supplemental Grant
 \$22,635.00

 Total:
 \$426,037.00

This grant pays for salaries and fringe benefits for staff who deliver services for the following programs, Probation, Intake/Diversion, Community Service, and Family Advocates.

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

RESOLUTION NO. 14-603

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY OFFICE OF CRIMINAL JUSTICE SERVICES FOR THE 2015 SPECIALIZED DOCKET GRANT:

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

Grant: 2014-JG-D01-6951

Source: Ohio Department of Public Safety Grant Period 1-1-15 thru 12-31-15

 Grant Amount: OCJS
 \$ 38,576.16

 Local Match:
 38,576.16

 Total:
 \$ 77,152.32

This grant pays for salaries and fringe benefits for staff who deliver services for the Drug Court Docket.

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

RESOLUTION NO. 14-604

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG PROSECUTOR IN 2015.

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

Grant # 2014-JG-00176

Source: Ohio Office of Criminal Justice Services Grant Period: January 1, 2015 – December 31, 2015

State Grant Requested Amount: \$59,348.35 Local Match: \$19,782.78 Total Grant Amount: \$79,131.13

The grant would allow the Prosecutor's Office to retain Brian Walter as our current drug prosecutor for Delaware County. This would then help to reduce the impact of drug and firearm traffickers, gangs, pharmaceutical diversion, and other organized criminal activity.

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

RESOLUTION NO. 14-605

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2015 VAGENE445

Source: VOCA- Ohio Attorney General
Grant Period: October 1, 2014 – September 30, 2015

 Federal Grant Requested Amount:
 \$ 62,620.71

 Local Match:
 \$ 20,873.57

 Total VOCA Grant Amount:
 \$ 83,494.28

Grant # 2015 SAGENE445

Source: SVAA- Ohio Attorney General

Grant Period: October 1, 2014 – September 30, 2015

Federal Grant Requested Amount: \$ 2,106.00 Local Match: \$ 0.00

Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$85,600.28

The authorization of us to apply for this grant allows us to continue to employ our victim services assistant and civil order specialist. Without either of these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

RESOLUTION NO. 14-606

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CODE COMPLIANCE DEPARTMENT:

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

Transfer of Appropriation		
From:	To:	
10011301 - 5001	10011301 - 5301	\$15,000.00
Code Compliance/Compensation	Code Compliance/Services & Charges -	
	Contracted Professional Services	

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

RESOLUTION NO. 14-607

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CASE MANAGER II \prime TRAINING OFFICER THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Case Manager II/Training Officer for The Child Support Enforcement Agency;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Case Manager II/Training Officer for The Child Support Enforcement Agency.

Job Title:	Case Manager II / Training Officer	Department:	Child Support Enforcement Agency
Position Type:	Full-time 40 hours per week Non-Bargaining Unit	Address:	Child Support Enforcement Agency 140 N Sandusky Street Delaware, OH 43015
Typical Work Schedule:	M-F; 8 am - 4:45 pm	Pay Range:	County Compensation System
Contact Information:	740/833-2120	FLSA:	Hourly, non- exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		

Objectives

Individual serves the public through effective implementation of federal/state regulations and agency practices to help families receive the support to which they are entitled. Individual is responsible for working with all parties to establish and enforce support orders, training new staff and evaluating the need for continual training. Individual reports to the Enforcement Supervisor.

Job Standards

Bachelor's degree in Business, Criminal Justice or related field preferred. Commensurate work experience of at least five (5) years in the child support enforcement field or a related field may be substituted in lieu of a degree. Must possess a valid Ohio Drivers license and acceptable driving record. Must meet and maintain

qualifications for driving on county business at all times which must be maintained as a continued condition of employment.

Job Description

ESSENTIAL JOB FUNCTIONS:

Case Manager:

- Accepts and processes IV-A, IV-D, and IV-E applications, interstate requests, and court orders to determine appropriate action (e.g. establishment of paternity, location of absent parent, establishment of child and medical support orders, modifications, and enforcement of existing support orders);
- Establishes support obligations by utilizing a number of tools including, but not limited to, face to face interviews, genetic testing, and administrative support hearings;
- Monitors assigned caseload to determine compliance and appropriate enforcement as needed. This includes investigations to obtain information about participants including location, employment, etc.;
- Enforces child support obligations by utilizing a number of applicable tools including, but not limited to, letters, withholdings orders, license suspension, liens, seizing of bank accounts, civil and criminal court actions, attaching tax refunds and lump sums, and passport denial;

 Manitors and processes data in accordance with local and state relies in the Support Enforcement.
 - Monitors and processes data in accordance with local and state policy in the Support Enforcement Tracking System (SETS). This includes data entry, alerts, monthly reports, etc.;
- Communicates professionally and effectively with clients, attorneys, employers, community partners and co-workers to respond to inquiries and provide needed information/education;
- Prepares and maintains accurate, up-to-date records;
- Participates in regular staff meetings, staff training programs, and aids the development of positive team relationships;
- Works overtime as required;
- Demonstrates regular and predictable attendance;
- Pursues appropriate legal actions for establishment and enforcement, including, but not limited to, requests for legal action, calculations of court orders to verify account balances, verification of service of process, preparation of case summary, court testimony, review of resulting court order, completion of necessary follow up, etc.;
- General knowledge and ability to use computer programs such as Microsoft Word, Excel, Outlook, and agency specific programs;
 - Communicates with immediate supervisor for needed assistance, overtime, direction, questions, etc.; and
- Performs additional duties as assigned by supervisor.

Training Officer:

- Train new staff on Agency policies, guidelines, and rules;
- Evaluate the need for continual training and present recommendations to the Enforcement Supervisor;
- Complete continual training for current staff to ensure quality assurance;
- Formulate desk aids to provide to staff;
- Assist in monitoring the work of staff to assure compliance and accuracy with set standards, timely
 completion and quality assurance;
- Assist in developing and implementing new policies and program needs based on State and Federal regulations; and
- Performs additional duties as assigned by supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- Assists with coverage in the absence of other staff;
- Attends various training sessions, video conferences, and workshops; and
- Performs related Essential and Non-Essential functions as needed

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual uses the following equipment: computer, printer, scanner, fax machine, calculator, telephone, and copier.

Critical Skills/Expertise:

Ability to:

- operate computers and related software;
- communicate professionally and effectively with internal and external customers, both orally and in writing;
- apply skills to teach, train and motivate staff and achieve goals;
- maintain confidentiality;
- read and understand court orders or other technical documents;
- organize and prioritize work assignments, multi-task with accurate refocus, and effectively use work time:
- work independently and as part of a team;

- conduct thorough investigations and client interviews, with consideration for culturally diverse populations;
- define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- correctly calculate and complete case audits to verify account balances;
- work effectively and de-escalate clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- work under pressure, and to set and achieve goals;
- define new and innovative child support ideas, sharing with supervisor and staff as appropriate;
- effectively type, edit, and proofread work;
- effectively use SETS and CRIS-E;
- understand and adhere to follow safety policies, procedures and practices;
- adhere to Agency and County policies;
- understand and follow the required standards as outlined by the federal, county and states
 government policies and procedures, including the Ohio Administrative code and the Ohio Revised
 Code;
- schedule activities and/or meetings;
- be flexible to work with others in a variety of circumstances including, but not limited to, diversity of individuals and/or groups;
- Problem solve to identify issues and create action plans;
- Problem solve with data may require independent interpretation; and
- adapt to changing priorities; work with frequent interruptions;

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. The individual is required to provide technical assistance to staff personnel on programs, policies, and the interrelationship of programs under extremely complex and difficult situations. It requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities. Individual is responsible for maintaining communications with the public, clients, management, co-workers and other community partners. Individual is responsible for identifying ongoing training needs to prevent errors. Errors could result in disruptions in the work of others for corrections, may cause substantial inconvenience to the client, and negatively affect the agency's credibility. Errors may also lead to lawsuits against the County.

IV. PERSONAL WORK RELATIONSHIPS

Individual has direct contact with clients, management, co-workers, other county partners, law enforcement, employer representatives, and other county CSEA. The purpose of these contacts is to respond to client inquiries, obtain guidance and direction, monitor work progress, coordinate services, research employment issues and provide feedback of other staff's performance and training needs to management.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work that may require lifting up to fifteen

(15) pounds occasionally.

Physical Activity: Individual performs the following physical activities: crouching,

reaching, walking, lifting, manual dexterity, grasping, talking, and

hearing.

 $\underline{\textbf{Visual Activity:}} \ \ \textbf{Individual performs work where the seeing job is close to the eyes.}$

Job Location: Individual works inside with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 14-608

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE MAILROOM CLERK FOR THE FACILITIES DEPARTMENT:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Mailroom Clerk for The Facilities Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Mailroom Clerk for

The Facilities Department.

Job Title:	Mailroom Clerk	Department:	Facilities
Position Type:	Non-Bargaining Unit	Address:	
Typical Work Schedule:	8:00 a.m. – 5:00 p.m. Monday through Friday	Pay Range:	County Compensation System
Contact Information:	740-833-2120	FLSA:	Hourly, non- exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		

Objectives

Individual is responsible for processing incoming and outgoing mail in a timely manner. Individual reports to Facilities Manager.

Job Standards

High School diploma or GED plus related work experience.

Must possess a valid Ohio Driver's License and maintain an acceptable driving record at all times, including insurability.

All required licenses, certifications and commissions must be maintained as a condition of continued employment.

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individual confronts a wide variety of problems that are solved by asking co-workers questions and drawing conclusions.

Job Description

ESSENTIAL JOB FUNCTIONS:

- -Processes outgoing mail to insure correct postage is applied, proper documentation is provided for the Post
- -Office, and mail/postage is tracked by each County office. ;
- -Pickup and deliver mail to and from Post Office;
- -Sort incoming mail by office, deliver and pickup mail to the County offices;
- -Insures proper documentation and tracking for certified and registered mail;
- -Investigates, reviews and recommends alternative options for posting of outgoing mail;
- -Develops, reviews, and recommends mailroom and delivery schedule;
- -Acts as first liaison with the USPS;
- -Works with county departments and offices to most effectively and efficiently deliver and process incoming and outgoing mail.
- -Assists departments in various projects and functions;
- -Works overtime as required;
- -Demonstrates regular and predictable attendance;
- -Participates in regular staff meetings, staff training programs, and aids the development of positive team relationships;
- -Communicates professionally and effectively with customers;
- $Communicates \ with \ immediate \ supervisor \ for \ needed \ assistance, \ overtime, \ direction, \ questions, \ etc.;$
- -Operates office equipment, as provided;
- -Perform any related essential functions as required; and
- -Other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs any related non-essential functions as required.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Individual operates the following equipment: postage meter, computer, adding machine, dolly, mail cart, mailbag, and other equipment as needed to perform duties. Ability to use a motor vehicle is required.

Critical Skills/Expertise:

- -Detailed knowledge of rules, regulations, and guidelines regarding postal practices and procedures;
- -Ability to operate postage meter and computer;
- -Knowledge of domestic and international mail manual;
- -Ability to define and solve problems, collect data, establish facts, and draw valid conclusions using judgment and analytical skills;
- -Ability to communicate effectively, both orally and in writing;
- -Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- -Ability to organize and maintain large volumes of information and paperwork; and
- -Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.
- -Must be organized and dependable;
- -Must possess excellent customer service skills;
- -Ability to maintain confidentiality and adhere to confidentiality policy and guidelines;

- -Ability to communicate effectively both verbally and in writing;
- -Ability to compose standardized correspondence with minimal supervision;
- -Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- -Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- -Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.
- -Ability to interact and exchange information professionally with supervisors, co-workers, contractors, consultants, governmental entities, and others;
- -Ability to work independently and as part of a team, meet deadlines and prioritize assignments.

II. RESPONSIBILITY

Individual is given general direction from Supervisor in following established practices and clear-cut policies. Work is reviewed in the process. Errors are generally readily detected in the normal course of work by standard checking resulting in little or loss of time.

III. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate services, and handle questions about department, programs and visitors' concerns.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as light work, which may require repetitive lifting of up to fifty (50) pounds.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, stooping, balancing, crouching, pushing, pulling, lifting and walking.

<u>Visual Activity:</u> Individual performs work where the seeing job is close to the eyes.

<u>Job Location:</u> The minimum work conditions for the position indicate that the individual is exposed to working both inside and outside with protection from weather conditions, but not necessarily from temperature changes.

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

RESOLUTION NO. 14-609

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE PUBLIC DEFENDER SUPPORT SPECIALIST FOR THE PUBLIC DEFENDER'S OFFICE DEPARTMENT:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Public Defender Support Specialist Records Technician for The Public Defender's Office Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Public Defender Support Specialist Records Technician for The Public Defender's Office Department.

Job Title:	Public Defender Support Specialist	Posting Dates:	
Department/Address:	Public Defender's Office	Position Type:	Full Time
	Delaware, OH 43015		
Typical Work	M-F; 8:00 am - 4:30 pm	Pay Range:	County
Schedule:	40 hours per week	•	Compensation
			System
Contact	740/833-2120	FLSA:	Hourly, non-
Information:			exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		

Objectives

Individual oversees the functions of the Public Defender Office, reviews applications for legal representation to determine eligibility, appoints attorney using rotation process, and prepares billings. Individual reports to the County Administrator.

Job Standards

High School education or equivalent plus two-years related work experience. Knowledge of court proceedings and terminology helpful.

Must be a Notary Public.

Must have a valid Ohio driver's license and maintain an acceptable driving at all times, including insurability.

Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures.

All required licenses, certifications and commissions must be maintained as a condition of continued employment.

Job Description

ESSENTIAL JOB FUNCTIONS:

- Answers telephone, screens calls, makes referrals, gives and receives information;
- Keeps management informed by reviewing and analyzing data; summarizing information;
- Oversees and organizes office operations and procedures;
- Recommends and writes office policies and procedures;
- Ensure filing systems are maintained and up to date;
- Prepares records, files documents, and distributes office document communication;
- Receives and greets visitors;
- Operates office equipment, as provided;
- Performs routine accounting functions;
- Prepares, processes and distributes incoming and outgoing documentation and correspondence;
- Performs computer operations using MS Word, Excel, Access and Outlook;
- Interviews, prepares files and notarizes applications;
- Reviews and determines initial indigent eligibility for clients;
- Assigns cases to attorneys based on rotating schedule as identified by each court
- Receives, audits, and processes attorney invoices, then distributes to courts for approval
- Inputs all billings into computer, submits to Auditor's Office and State of Ohio for payment;
- Reconciles reimbursement report from State of Ohio to outstanding invoices;
- Reconciles and submits voucher to State of Ohio for recoupment fees;
- Prepare reports and distributes appropriately;
- Ensures people in County Jail receive applications and notary statement;
- Acts as a Notary for documentation;
- Works overtime and required;
- Perform any related essential functions as required;
- Other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

• Performs any related non-essential functions as required.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Ability to use office equipment such as copier, computer, printer, telephone, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- Knowledge of Common Pleas, Municipal, and Juvenile court system procedures and terms,
 Ohio Public Defender Client Eligibility guidelines and State of Ohio guidelines;
- Knowledge of ORC;
- Ability to maintain confidentiality;
- Proficient in basic accounting;
- Knowledge of interviewing techniques;
- Proficient skills in Microsoft Word, Excel and Outlook;
- Must be organized and dependable;
- Must possess excellent customer service skills;
- Adhere to confidentiality policy and guidelines;
- Communicate effectively both verbally and in writing;
- Compose correspondence with unsupervised;
- Interact and exchange information professionally with supervisors, co-workers, contractors, consultants, governmental entities, and others;
- Ability to work independently, meet deadlines and prioritize assignments.

II. RESPONSIBILITY

Individual receives general guidance allowing for the planning of procedures and methods to obtain objectives. Work is not necessarily reviewed. Individual makes some critical decisions independently regarding eligibility and attorney billings. Errors are usually detected within the office in which they occur possibly affecting work of others and requiring expenditure of time to correct.

III. PERSONAL WORK RELATIONSHIPS

Individual has daily contact with co-workers, public and private sector agencies, and the public. The purpose of these contacts is to obtain information, answer questions, and interview clients.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work which may require the lifting of up to twenty-five (25) pounds.

<u>Physical Activity</u>: Individual performs the following physical activities: stooping, kneeling, crouching, reaching, standing, lifting, talking, listening, and repetitive motions.

Visual Activity: Individual performs work where the seeing job is close to the eyes.

<u>Job Location:</u> Individual performs duties in an office environment with no exposure to adverse environmental conditions.

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

RESOLUTION NO. 14-610

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE SOCIAL SERVICES WORKER I -- ELIGIBILITY DETERMINER FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Social Services Worker I -- Eligibility Determiner for The Department of Job and Family Services;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Social Services Worker I -- Eligibility Determiner for The Department of Job and Family Services.

Job Title:	Social Services Worker I Eligibility Determiner	Department:	Department of Job and Family Services
Position Type: Bargaining Unit:	Full-time 40 hours per week AFSCME	Address:	140 N. Sandusky St., 2 nd Floor Delaware, OH 43015
Typical Work Schedule:	8:00 a.m. to 4:30 p.m. Monday through Friday	Pay Range:	County Compensation System
Contact Information:	740-833-2120	FLSA:	Hourly, non- exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		

Objectives

Individual determines eligibility for Child Care programs. Individual supports the IM department with screening applicants, casework and Call Center as a routine function. Individual reports to the Eligibility Referral Supervisor or Social Services Supervisor.

Job Standards

High School diploma or GED, and must have completed three (3) courses in social work or sociology or three (3) months experience applying principles and one (1) course in counseling or one (1) month experience counseling clients. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain all required licenses and certifications as a continued condition of employment.

Job Description

ESSENTIAL JOB FUNCTIONS:

- Determines initial eligibility for Child Care program;
- Re-determines eligibility for the Child Care program at specified intervals and/or when changes are reported;
- Creates and maintains case records that contain applications, reapplications, and supporting documentation;
- Interviews, collects data and performs verification via interviews and screening process;
- Serves as backup to the Call Center;
- Process CRISE alerts and other casework as assigned;
- Interprets and implements Federal, State and Agency policies;
- Composes correspondence, develops reports and performs data entry;
- Prepares for and testifies at Child Care state hearings to represent agency;
- Works outside regularly scheduled hours as required by the supervisor;

Any other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

- Initiates and makes referrals:
- Attends meetings, conferences, workshops, trainings and performs a variety of public relations duties; and
- Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to use a variety of office equipment such as telephone, computer, printer, copier, and calculator.

Critical Skills/Expertise:

- Ability to interview and illicit necessary information;
- Knowledge of and ability to read, comprehend, and apply complex materials, including Public Assistance Manual, Children Services Manual, Childcare Manual and the Ohio Administrative Code;
- Knowledge of and the ability to follow applicable Federal, State and department policies, procedures, guidelines and methods;
- Ability to communicate effectively, both orally and in writing;
- Ability to analyze information;
- Ability to understand and apply basic math skills;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally, or mentally, or otherwise unable to function within a reasonable range of constructive behaviors;
- Ability to work independently, under pressure, and to set and achieve goals;
- Ability to define and solve problems, collect data, establish facts and draw valid conclusions using judgment and analytical skills;
- Extensive knowledge of and ability to apply program policies and procedures;
- Ability to apply applicable computer systems including but not limited to (CRISE) to complete
 jobs;
- Ability to organize and maintain large volumes of paperwork and case files; and
- Ability to operate a computer and various software applications.

II. DIFFICULTY OF WORK

Work involves complex, varied, relatively standardized and non-standardized tasks, processes and operations requiring the application of numerous laws, rules, regulations and procedures, some of which require the exercise of sound discretion.

III. RESPONSIBILITY

Supervisor randomly reviews work, to ensure correct application of regulations, accuracy, thoroughness, and adherence to time lines. Detailed or technical instructions are provided as needed. Individual makes critical decisions such as determining eligibility for childcare. Errors in work are not necessarily detected and could result in additional work to correct, possible audit exceptions for the agency, denial or delay in benefits to clients, and loss of revenues to the agency.

IV. PERSONAL WORK RELATIONSHIPS

Individual has contact with co-workers, employees in department, public and private sector agencies, and the public. The purpose of these contacts is to update case status, policy or regulation clarifications, client referrals, and obtain information necessary to the determination of eligibility.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

<u>Physical Requirements:</u> The physical requirements of the position are identified as sedentary work requiring the lifting of twenty-five (25) pounds occasionally.

Physical Activity: Individual performs the following physical activities: climbing, stooping, reaching, standing, walking, lifting, manual dexterity, grasping, talking and hearing.

 $\underline{\textbf{Visual Activity:}} \ \ \textbf{The minimum visual activity requires work at or within arm's reach.}$

<u>Job Location:</u> Typically, Individual works inside with protection from weather conditions. Employee is exposed to physical hazards such as communicable diseases. Occasionally, Individual works in client homes and is exposed to outside weather conditions, unsanitary environments, including exposure to vermin.

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

RESOLUTION NO. 14-611

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommend accepting the retirement resignation of Chris Bean from the Code Compliance Department; effective May 30, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Chris Bean from the Code Compliance Department; effective May 30, 2014.

The Director of Environmental Services recommend accepting the resignation of Kenneth Bruen from the Code Compliance Department; effective June 6, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Kenneth Bruen from the Code Compliance Department; effective June 6, 2014.

The Director of Administrative Services recommends the promotion of Bobbi Henney to a Public Defender Support Specialist; effective June 2, 2014.

Therefore Be It Resolved, that the Board of Commissioners accept the promotion of Bobbi Henney to a Public Defender Support Specialist; effective June 2, 2014.

The Director of Administrative Services recommends the transfer of Janette Adkins to a Public Defender Administrative Support; effective June 2, 2014.

Therefore Be It Resolved, that the Board of Commissioners accept the transfer of Janette Adkins to a Public Defender Administrative Support; effective June 2, 2014.

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

RESOLUTION NO. 14-612

9:45AM IN THE MATTER OF OPENING THE PUBLIC HEARING FOR THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN'S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY AND APPROVING THE ISSUANCE OF THE BONDS PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to open the hearing at 9:54 AM.

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

RESOLUTION NO. 14-613

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN'S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY AND APPROVING THE ISSUANCE OF THE BONDS PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to close the hearing at 9:58 AM.

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

RESOLUTION NO. 14-614

A RESOLUTION APPROVING THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN'S HOSPITAL LOCATED IN FRANKLIN COUNTY AND DELAWARE COUNTY AND APPROVING THE ISSUANCE OF THE BONDS PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE:

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

WHEREAS, the County of Franklin, Ohio ("Franklin County"), as a "public hospital agency," as defined in Chapter

140, Revised Code (the "Act"), is authorized and empowered by the Act to (a) acquire, construct, improve and equip "hospital facilities," as defined in the Act, and (b) issue its revenue bonds to refund bonds and other obligations issued to pay the "costs of hospital facilities," as defined in the Act;

WHEREAS, pursuant to the Act and certain public hearings, including a hearing held by the County Hospital Commission of Franklin County on May 21, 2014, and a hearing held by this Board of County Commissioners on May 29, 2014, Franklin County anticipates issuing its Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2014 (Nationwide Children's Hospital) (whether designated as described in this Resolution or in the final bond indenture securing such bonds, the "Series 2014 Bonds"), a portion of the proceeds of which are to be used by Nationwide Children's Hospital, an Ohio nonprofit corporation (the "Corporation") to refinance the costs of the acquisition, construction, installation and equipping of certain "hospital facilities" located within the County of Franklin, Ohio, and the County of Delaware, Ohio (the "Projects");

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

Section 1. <u>Approval</u>. The issuance of the Series 2014 Bonds is hereby approved by this Board, as an "applicable elected representative" of Delaware County, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 2. No Obligation. The costs of issuance of the Series 2014 Bonds by Franklin County shall be paid from the proceeds of the Series 2014 Bonds, or from moneys made available by the Corporation. The Series 2014 Bonds do not constitute a general obligation, debt or bonded indebtedness of Franklin County or this County and neither the faith or credit or taxing power of Franklin County or this County or any other political subdivision is pledged to the payment of principal of or interest on the Series 2014 Bonds and the holders or owners thereof shall not be given the right and have no right to have excises or taxes levied by Franklin County or this County for the payment of principal of and interest thereon. Further, no part of the Series 2014 Bonds are to be issued, or shall be deemed issued, for or on behalf of this County.

Section 3. <u>Bond Terms</u>. The terms and provisions of the Series 2014 Bonds shall be as provided for in or pursuant to resolutions of the County Hospital Commission of Franklin County and the Board of County Commissioners of Franklin County authorizing the issuance, sale and delivery of the Series 2014 Bonds.

Section 4. Execution of Other Documents. Any member of this Board, the Clerk of this Board, the County Auditor and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 5. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

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

ADMINISTRATOR REPORTS

Dawn Huston, Assistant County Administrator/Director of Administrative Services

-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended and participated in a Farm Bureau meeting yesterday. The meeting was very interesting

Commissioner Merrell

- -Attended the Leaderboard Breakfast at Muirfield yesterday morning
- -Headed to Marion this morning with Chris Bauserman to attend a meeting about the Lower Scioto Project
- -Volunteered at the Division III NCAA track meet this past week. It was refreshing to hear people outside the community comment on how beautiful the Ohio Wesleyan campus was and how the volunteers were friendly and helpful with information about Delaware

RESOLUTION NO. 14-615

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:00AM.

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:10AM. Vote on Motion Mr. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye There being no further business, the meeting adjourned. Gary Merrell Ken O'Brien Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners