

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 15-168

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 9, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 9, 2015; 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 Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-169

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0211, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0211:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0211, memo transfers in batch numbers MTAPR0211 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC	Procurement Card EMS	10011303-5200	\$4,000.00
PNC	Procurement Card EMS	10011303-5300	\$4,000.00

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1502119	MT BUSINESS TECHNOLOGIES INC	COLOR COPIER	41711436 - 5450	\$ 17,986.00	0001
R1502144	COMMISSIONERS	COST ALLOCATION	22411605 - 5380	\$208,803.00	0001
R1502173	ACME ENTERPRISES INC	CLIENT TRAVEL	22411601 - 5355	\$ 61,993.68	0001
R1502175	GREENWALT, HARLEY W	ELECTRICAL INSPECTOR SERVICES	10011301 - 5301	\$ 12,065.00	0001
R1502181	MID OHIO DEVELOPMENT EXCHANGE	MODE 2015 MEMBERSHIP DUES	21011113 - 5308	\$ 22,314.00	0001

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

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RESOLUTION NO. 15-170

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Sherry Fluery and Sandy Disantis attend an OCDA Attorney Meeting in Lancaster, OH on February 26, 2015 at no cost.

The Interim Director of Emergency Communications is requesting that Jason Hutchisson attend a Communications Center Supervisor 4th online class from June 24-July 28, 2015 at the cost of \$379.00 (fund number 2141136).

The Interim Director of Emergency Communications is requesting that Jeanett Adair and Jennifer Keck attend a TAC in Service Training Terminal Agency in Columbus, Ohio May 4, 2015; at no cost.

The Chief of Emergency Medical Services is requesting that Lt. Sam Moore attend a Management of Ems class at The Ohio Fire Academy from April 27-May 8, 2015 at the cost of \$75.00 (fund number 10011303).

The Chief of Emergency Medical Services is requesting that Lt. Dan Jividen attend an ITLS Ohio Emergency Care Conference in Columbus, OH from February 27-March 1, 2015 at the cost of \$250.00 (fund number 10011303).

The Chief of Emergency Medical Services is requesting that is Glen Keating a NDMS Fundamental Training in Anniston, Alabama from March 29-April 4, 2015 at no cost.

Environmental Services is requesting that Kevin Brutchey, John Darrough and Mark Hobler attend the Fecal Coliform and E. Coli Analyses Training on February 23, 2015 in Marion, Ohio for a total cost of \$117.00 from org key 66211901-5305.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-171

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF JANUARY 2015:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for January 2015;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of January 2015.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-172

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 7.226 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas, on January 14, 2015, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jackson B. Reynolds III, agent for the petitioners, of 7.226 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

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

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 7.226 acres, more or less, in Liberty Township to the City of Powell.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-173

IN THE MATTER OF APPROVING LEASES AND AN AMENDMENT FOR SECURE STORAGE FACILITIES:

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

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff recommends approval of leases and the amendment for such facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves such leases and amendment for secure storage facilities for terms commencing January 1, 2015 and ending January 1, 2016, for the total cost of \$27,600.

FURTHER BE IT RESOLVED, that the Board of Commissioners approve a purchase order and voucher from (10031301) in the amount of \$27,600.00.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-174

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES AND FOR A SUPPLEMENTAL APPROPRIATION OF ADDITIONAL FUNDS FOR SUCH PURCHASE:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Delaware County Veteran Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program; and

WHEREAS, a supplemental appropriation of funds to the Delaware County Veteran Services (10062601-5450) is necessary for such purchase.

NOW, THEREFORE, BE IT RESOLVED BY the Board of County Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle with wheelchair lift for use by Veteran Services, being required to accommodate an increase in veteran transportation needs.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2015 Ford Transit 15 passenger van for \$30,882.38 and \$15,000.00 for wheelchair lift.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract #RS903115, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a supplemental appropriation of funds in the amount of \$45,882.38 to the Delaware County Veteran Services (10062601-5450) for such purchase.

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Section 5. The Board hereby approves a purchase order request for a total of \$30,882.38 to Middletown Ford Inc. in Middletown, Ohio from org key 10062601 and a purchase order request for a total of \$15,000.00 from org key 10062601 to MC Mobility.

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-175

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DELAWARE COUNTY UNITED WAY FOR THE DELAWARE COUNTY JUVENILE COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM:

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

GRANT: 2015 UW
SOURCE: Delaware County United Way
GRANT PERIOD: 7-1-15 thru 6-30-16

GRANT AMOUNT: \$10,000.00
LOCAL MATCH: 0
TOTAL: \$10,000.00

The grant funds would support the training of the CASA staff and volunteers.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Abstain Mr. O'Brien Aye

RESOLUTION NO. 15-176

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACTS BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE PROSECUTOR'S OFFICE:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2015 through 12/31/2015, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of

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Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under ORCode Section 2912.21.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$71.24 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$74,090.04

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$25,190.61	Local Sources
FFP Reimbursement	\$48,899.43	
Total IV-D Contract Cost	\$74,090.04	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject to all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

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21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
- 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-177

IN THE MATTER OF APPOINTING MEMBERS TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on February 5, 2015, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 15-147, establishing the Berkshire Landing New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Berkshire Landing New Community Authority Board of Trustees, pursuant to Resolution

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No. 15-147 and section 349.04 of the Revised Code;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Berkshire Landing New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Dale Wilgus	February 4, 2016
Citizen Member	Larry Buell	February 4, 2016
Citizen Member	Pat Blayney	February 4, 2017
Local Government Representative	Tim Hansley	February 4, 2017

Section 2. The appointments approved herein shall be effective immediately upon adoption of this Resolution.

Section 3. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-178

IN THE MATTER OF APPROVING THE VACATION OF AN EASEMENT FOR HIGHWAY PURPOSES AND ACCEPTING A REVISED EASEMENT FOR HIGHWAY PURPOSES:

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

WHEREAS, on January 28, 2015, the Preservation Park District of Delaware County granted to the Board of County Commissioners of Delaware County, Ohio an easement for highway purposes; and

WHEREAS, on January 30, 2015, the easement was filed for record in Book 1330, Pages 1487-1490 in the Official Records of the Recorder of Delaware County, Ohio; and

WHEREAS, the easement is not in a form approved by and was recorded without the consent of Delaware County; and

WHEREAS, the Preservation Park District of Delaware County has submitted a revised easement for highway purposes; and

WHEREAS, the Delaware County Board of Commissioners desires to vacate the unapproved easement and accept the revised easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby vacates the easement recorded in Book 1330, Pages 1487-1490 of the Official Records of the Recorder of Delaware County, Ohio, authorizes the President of the Board to execute the Vacation of Easement for Highway Purposes, and accepts the revised easement for highway purposes from the Preservation Park District of Delaware County.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-179

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Emergency Communications recommends accepting the voluntary resignation of Staci Reardon as a TeleCommunicator with 911; effective February 6, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Staci Reardon as a TeleCommunicator with 911; effective February 6, 2015.

The Interim Director of Emergency Communications recommends accepting the voluntary resignation of Brittany Craig as a part-time interim operations manager with 911; effective February 6, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Brittany Craig as a part-time interim operations manager with 911; effective February 6, 2015.

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The Director of Environmental Services recommends hiring Christopher Stanich as a Building Inspector for Code Compliance; effective February 17, 2015.

Therefore Be it Resolved, the Board of Commissioners approve hiring Christopher Stanich as a Building Inspector for Code Compliance; effective February 17, 2015.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-180

IN THE MATTER OF DESIGNATING A COMMITTEE TO REVIEW THE REQUEST FOR PROPOSALS FOR AN EXECUTIVE SEARCH FIRM AND RECOMMEND TO THE BOARD OF COMMISSIONERS A FIRM TO PERFORM EXECUTIVE SEARCH SERVICES FOR THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT:

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

Whereas, the Delaware County Board of Commissioners requested proposals from executive search firms to perform executive search services for the position of Director of Economic Development for Delaware County; and

Whereas, the Board of Commissioners desires that a committee review the proposals and recommend the executive search firm to the Board (the "Committee");

Now, Therefore, Be It Resolved, that the Board of Delaware County Commissioners hereby designates the Committee consisting of the following members: Tim Hansley, County Administrator; Seiji Kille, Fiscal Director; Teri Morgan, Communications Manager; Shancie Jenkins, Director of Job and Family Services; and Dawn Huston, Assistant County Administrator / Director of Administrative Services.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Abstain

ADMINISTRATOR REPORTS

Tim Hansley

- Attended a Concord/Scioto Community Authority meeting this week. We discussed several upcoming projects and passed several resolutions in respect to those projects.
- A discussion concerning the Sewer Master Plan occurred
- Had a meeting with the new Facilities Committee and scheduled a site viewing at the end of March
- By March expect to have information about bonds and timelines
- Tom Homan reached out to let us know that the City of Delaware has their first reading of the TIFF ordinance

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Attended and participated in the DKMM meeting on Tuesday. Very pleased with the new director.
- Attended and participated in both the Executive and full Board Meeting of Family and Children First Council yesterday.

Commissioner Lewis

- Attended the County Commissioners Association of Ohio new commissioner meetings this past Sunday-Tuesday. Very informative sessions.

Commissioner Merrell

- No reports

RESOLUTION NO. 15-181

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:26 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-182

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:47 AM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2015**

Discussion:

Assistant Prosecutor Hochstettler asked for some direction concerning the Sheriff's office currently located at the Alum Creek Water Reclamation Facility moving elsewhere. Thoughts on location and whether or not a RFP would be needed. It was decided that a RFP would not be needed the Board is okay with the under \$50,000.00 and the possible Delaware County Board of Developmental Disabilities location.

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners