

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 22, 2016

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

Present:
 Barb Lewis, President
 Jeff Benton, Vice President
 Gary Merrell, Commissioner

1
 RESOLUTION NO. 16-1299

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 19, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 19, 2016; 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. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-1300

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1221, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1221 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1221:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1221, memo transfers in batch numbers MTAPR1221, Procurement Card Payments in batch number PCAPR1221 and Purchase Orders as listed below:

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

5
 RESOLUTION NO. 16-1301

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2017:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following list of carry-over purchase orders:

Further Be It Resolved, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1650034	VARIOUS JFS DAY CARE	VARIOUS JFS DAYCARE	22511607 - 5348	\$ 7,000.00	0001
R1650041	VARIOUS JFS RESIDENTIAL TREATMENT	RESIDENTIAL CENTERS	22511607 - 5342	\$ 43,907.03	0001
R1650047	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG TRAINING ALTERNATIVE EDUCATION	22311611 - 5348	\$ 20,000.00	0001

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R1650049	VAUGHN INDUSTRIES LLC	OECC MCC PROJECT	66711906 - 5410	\$ 81,945.95	0001
R1650053	BONDED CHEMICALS INC	FERRIC CHLORIDE	66211903 - 5290	\$ 5,000.00	0001
R1650053	BONDED CHEMICALS INC	SODIUM HYPOCHLORITE	66211906 - 5290	\$ 1,200.00	0002
R1650053	BONDED CHEMICALS INC	SODIUM HYPOCHLORITE	66211904 - 5290	\$ 1,100.00	0003
R1650055	EAST JORDAN IRON WORKS INC	MANHOLE ADJUSTING RINGS	66211911 - 5292	\$ 5,400.00	0001
R1650056	ENDRESS & HAUSER	PRESSURE GAUGE LAKES OF POWELL	66211903 - 5201	\$ 877.00	0001
R1650056	ENDRESS & HAUSER	FLOW METER FOR RAS - ALUM CREEK	66211904 - 5450	\$ 5,321.00	0002
R1650058	HYDRO CONTROLS INC	OECC SOUTH PLANT REPAIR PARTS FOR FIVE AERATION	66211903 - 5201	\$ 21,550.00	0001
R1650059	JWC ENVIRONMENTAL LLC	REBUILD OF WEST GRINDER AT ALUM CREEK	66211904 - 5428	\$ 41,547.00	0001
R1650061	OHIO EDISON CO	ELECTRIC - LOWER SCIOTO	66211905 - 5338	\$ 7,000.00	0001
R1650061	OHIO EDISON CO	ELECTRIC - TARTAN	66211906 - 5338	\$ 5,000.00	0002
R1650062	HAZEN AND SAWYER PC	PROF SERV - SCIOTO RESERVE WWTP EVALUATION	66711901 - 5301	\$ 9,300.00	0001
R1650064	PNC BANK	P-CARD PURCHASE	66211901 - 5200	\$ 5,000.00	0001
R1650064	PNC BANK	P-CARD PURCHASE	66211901 - 5300	\$ 5,000.00	0002
R1650069	PNC BANK	P-CARD PURCHASE	66211904 - 5200	\$ -	0001
R1650069	PNC BANK	P-CARD PURCHASE	66211904 - 5300	\$ 7,000.00	0002
R1650072	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211903 - 5380	\$ 5,844.00	0001
R1650072	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211904 - 5380	\$ 20,000.00	0002
R1650074	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - OECC	66211903 - 5290	\$ 20,768.57	0001
R1650074	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ALUM CREEK	66211904 - 5290	\$ 5,467.20	0002
R1650077	M ZIMMERMAN	REPAIRS TO GREASE TRAPS - HOOVERWOODS	66211909 - 5328	\$ 12,000.00	0001
R1650077	M ZIMMERMAN	REPAIRS TO GREASE TRAPS - SCIOTO HILLS	66211910 - 5328	\$ 12,000.00	0002
R1650082	M TECH COMPANY	ESRI CAMERA TRUCK SOFTWARE UPGRADE AND TRAINING	66211901 - 5320	\$ 8,458.56	0001
R1650093	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW PROJECT 1	66711901 - 5415	\$129,038.44	0001
R1650094	SAFETY KLEEN SYSTEMS INC	CLEAN OUT FERRIC CHLORIDE TANKS	66211903 - 5328	\$ 6,399.94	0001
R1650098	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$ 7,000.00	0001
R1650099	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG TRAINING	22411603 - 5348	\$ 18,000.00	0001

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R1650118	PENN CARE MEDICAL PRODUCTS	PURCHASE	10011303 - 5450	\$191,754.11	0001
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - OECC	66211903 - 5338	\$ 45,000.00	0001
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - ALUM CREEK	66211904 - 5338	\$ 75,000.00	0002
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - LOWER SCIOTO	66211905 - 5338	\$ 100.00	0003
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - SCIOTO RESERVE	66211907 - 5338	\$ 9,000.00	0004
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - HOOVERWOODS	66211909 - 5338	\$ 700.00	0005
R1650120	AMERICAN ELECTRIC POWER	ELECTRIC - SCIOTO HILLS	66211910 - 5338	\$ 1,500.00	0006
R1650139	CITY OF DELAWARE	EMS RUN FEES	10011303 - 5345	\$347,449.59	0001
R1650140	OHIO STATE UNIVERSITY	ANNUAL MEDICAL DIRECTOR FEE	10011303 - 5301	\$ 10,000.00	0001
R1650141	LIBERTY TWP FIRE DEPT	EMS TRANSPORT BILLING	10011303 - 5345	\$ 73,178.05	0001
R1650145	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5243	\$ 10,000.00	0001
R1650150	STANTEC CONSULTING INC	LIBERTY SAWMILL - ENGINEERING SERVICES	66711908 - 5301	\$ 35,000.00	0001
R1650153	HAZEN AND SAWYER PC	ALUM CREEK FILTER UPGRADES - PROF SERV	66711907 - 5301	\$ 11,500.00	0001
R1650154	B & L PACKRAT ENTERPRISES LLC	SNOW REMOVAL & SALTING OF COUNTY LOCATIONS	10011105 - 5325	\$ 15,000.00	0001
R1650157	AMERICAN ELECTRIC POWER	ELECTRICITY	10011105 - 5338	\$ 29,410.00	0001
R1650165	COLUMBIA GAS OF OHIO	NATURAL GAS FOR COUNTY BUILDINGS	10011105 - 5338	\$ 5,100.00	0001
R1650167	HAZEN AND SAWYER PC	OECC UV DESIGN SERVICES	66211903 - 5301	\$ 13,500.00	0001
R1650172	HDR ENGINEERING INC	SEWER MASTER PLAN	66711901 - 5301	\$ 18,833.17	0001
R1650200	PNC BANK	PROCUREMENT CARD PURCHASES	10011303 - 5200	\$ 4,000.00	0001
R1650200	PNC BANK	PROCUREMENT CARD PURCHASES	10011303 - 5300	\$ 4,000.00	0002

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-1302

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM 6477 PULLMAN, INC. (DBA JOES ORIGINAL AN AMERICAN PUB & PATIO) TO MSOC, LLC (DBA THE BREWZAA) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 6477 Pullman, Inc. DBA Joes Original an American Pub & Patio to MSOC LLC DBA The Brewzaa has requested a transfer of a D5, D6 permit located at 6477 Pullman 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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-1303

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following work permits:

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore, Be It Resolved, that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U16-214	Charter Communications	Hyatts Road	Directional bore
U16-215	Columbia Gas	Rutherford Road	Install Gas Main
U16-216	Columbia Gas	Chancel Gate Dr.	Install Gas Main
U16-217	AT&T	Sawmill Parkway	Trench & Bore Road
U16-218	Del-Co Water	South Old State Road	Install Waterline

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

8

RESOLUTION NO. 16-1304

IN THE MATTER OF ESTABLISHING A NEW CONSTRUCTION FINANCIAL WARRANTY AND RELEASING THE ORIGINAL CONSTRUCTION FINANCIAL WARRANTY FOR THE COURTYARDS AT MAXTOWN LEFT TURN LANE:

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

WHEREAS, the Owner’s Agreement for Courtyards at Maxtown Left Turn Lane was approved by Resolution No. 16-59; and

WHEREAS, the roadway construction has been determined to be substantially completed; and

WHEREAS, as a result of recent field review, the Delaware County Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent year; and

WHEREAS, the Engineer recommends a reduction in the construction financial warranty for the remaining construction to be set at \$65,900 for The Courtyards at Maxtown Left Turn Lane; and

WHEREAS, the Owner has submitted a new financial warranty meeting all requirements; and

WHEREAS, the Engineer recommends release and return of the original construction financial warranty to the owner, Epcon Maxtown, LLC.

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

Section 1: The new construction financial warranty amount for Courtyards at Maxtown Left Turn Lane be set at \$65,900.

Section 2: The original construction financial warranty of \$482,100 shall be released and returned to the owner, Epcon Maxtown, LLC.

Section 3: All other terms and conditions of the Owner’s Agreement not specifically amended herein shall remain in full force and effect.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-1305

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN JUDITH G. JOHNSON, TRUSTEE (UTA 12-4-01) AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR24-0.07:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Judith G. Johnson, Trustee (UTA 12-4-01) for the project known as DEL-CR24-0.07.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Judith G. Johnson, Trustee (UTA 12-4-01) for the project known as DEL-CR24-0.07 as follows:

Section 2. The Board approves a Purchase Order and Voucher for the contract.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of December, 2016, Judith G. Johnson, Trustee (UTA 12-4-01), whose address is 6103 S. Old 3C Highway, Westerville, Ohio 43082, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

**See Attached Exhibit A (Property Description)
80-WD
DEL-CR24-0.07**

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Five Thousand, Eighty Dollars (\$5,080.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

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5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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- 14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 16-1306

IN THE MATTER OF APPROVING A CONTRACTS OF SALE AND PURCHASE BETWEEN MARY J. ROSHON; STEVEN C. AND PAULETTE M. BRICKER; MICHAEL W. VAN ZWIETEN; AND GREG A. AND JILLIAN N. BIGELOW AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR9-TR 127, LIBERTY & JEWETT ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contracts of sale and purchase with Mary J. Roshon; Steven C. And Paulette M. Bricker; Michael W. Van Zwieten; Greg A. And Jillian N. Bigelow for the project known as DEL-CR9-TR 127, Liberty & Jewett Road Improvements.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase with Mary J. Roshon; Steven C. And Paulette M. Bricker; Michael W. Van Zwieten; Greg A. And Jillian N. Bigelow for the project known as DEL-CR9-TR 127, Liberty & Jewett Road Improvements as follows:

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

Mary J. Roshon

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of December, 2016, Mary J. Roshon, whose address is 10336 Liberty Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

**See Attached Exhibit A (Property Description)
Par. 5-WD, DEL-CR 9 – TR 127, Liberty & Jewett Road Improvements**

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of Twenty-Six Thousand Seven Hundred Ninety-Six Dollars (\$26,796.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal

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options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Steven C. And Paulette M. Bricker

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of December, 2016, Steven C. & Paulette M. Bricker, whose address is 10370 Liberty Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

**See Attached Exhibit A (Property Description)
Par. 2-WD, 2-T1 & 2-T2, DEL-CR 9 – TR 127, Liberty & Jewett Road Improvements**

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of Seventy-Six Thousand Three Hundred Dollars (\$76,300.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER

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refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Michael W. Van Zwieten

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of December, 2016, Michael W. Van Zwieten, whose address is 10366 Liberty Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

**See Attached Exhibit A (Property Description)
Par. 6-WD, DEL-CR 9 – TR 127, Liberty & Jewett Road Improvements**

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

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TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Nine Thousand Eight-Hundred and Six Dollars (\$9,806.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the

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PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Greg A. And Jillian N. Bigelow

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 22nd day of December, 2016, Greg A. and Jillian N. Bigelow whose address is 10421 Liberty Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

**See Attached Exhibit A (Property Description)
Par. 3-WD1, 3-WD2, 3-T1 & 3-T2, DEL-CR 9 – TR 127, Liberty & Jewett Road Improvements**

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By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Six Thousand Seven Hundred Forty-Nine Dollars (\$6,749.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

11

RESOLUTION NO. 16-1307

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE CDBG PY2016 ACTIVITY 2 ASHLEY WATER TOWER:

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

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WHEREAS, the Board of Delaware County Commissioners approved the Program Year 2016 Small Cities Community Development Block Grant Agreement B-F-16-1AT-1 with the Ohio Development Services Agency per Resolution No. 16-1004; and

WHEREAS, OHM Advisors have completed the engineering consulting services for the project; and

WHEREAS, the Delaware County Economic Development Coordinator has prepared all necessary bid documents for the project known as the CDBG PY2016 Activity 2 Ashley Water Tower; and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Ashley jointly recommend approving the bid documents and advertising for bids for the project;

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

Section 1: The bid documents for the project known as the CDBG PY2016 Activity 2 Ashley Water Tower are hereby approved.

Section 2: The Economic Development Coordinator is hereby directed to advertise for bids to be published in the Delaware Gazette on Friday, December 23, 2016, and again on Friday, December 30, 2016, and receive bids on behalf of the Board in accordance with the following Public Notice:

NOTICE TO CONTRACTORS
Invitation to Bid

Sealed bids will be received by the Village of Ashley and Delaware County Board of Commissioners (“Owner”), at the office of the Delaware County Commissioners at 101 N. Sandusky St., Delaware, Ohio 43015 on the 11th day of January, 2017 until 10:00 am current local time for the:

“CDBG PY2016 Activity II, Ashley Water Tower”

and will be publicly opened and read immediately thereafter. Each bid must contain the full names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and shall be accompanied by a Bid Guaranty Bond for the full amount (100%) of the Bid, in favor of the “Owner” or a certified check, cashier’s check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid, payable to the “Owner”.

It is agreed that the bid guaranty shall be for the benefit of the “Owner” pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Contract in conformity with the Form of Contract incorporated in the contract documents and furnish Bond and insurance certificates within ten (10) days after the notification of the award of the Contract to the undersigned.

CDBG PY2016 Activity II, Ashley Water Tower is to be known as the “Project”, Federal Prevailing wages apply to this project for all bidding purpose and construction purposes, and is funded by the Village of Ashley, and CDBG (Community Development Block Grant) fund. Copies of the Contract Documents are on file and may be obtained at the office of the “Owner” upon payment of Thirty Dollars (\$30.00), none of which will be refunded. Checks shall be made payable to the Village of Ashley.

The “Owner” reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which it deems lowest and best.

The “Owner” is an Equal Opportunity Employer and does not discriminate against the handicapped.

Notice to Bidders is posted on the Delaware County Board of Commissioners’ website www.co.delaware.oh.us and the Village of Ashley.

Publish Dates: Delaware Gazette
Week of December 23, 2016
Week of December 30, 2016

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

12
RESOLUTION NO. 16-1308

IN THE MATTER OF SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Supplemental	Description	Amount
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Appropriations

22411601/5001	JFS Income Maintenance/Compensation	\$ (60,000.00)
22411601/5101	JFS Income Maintenance/Health Insurance	\$ (40,000.00)
22411604/5001	JFS Child Protection/Compensation	\$ (60,000.00)
22411604/5101	JFS Child Protection/Compensation	\$ (40,000.00)
70161603/5801	FCFC General/Transfers	\$ (10,000.00)
70161606/5348	Help Me Grow General Revenue/Client Services	\$ (32,779.19)
70161609/5301	Ohio Children's Trust Fund/Contracted Professional Svcs.	\$ (33,853.32)

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

13

RESOLUTION NO. 16-1309

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children as well as seniors; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, household items, gift cards, etc.; and

WHEREAS, these donations along with the donations of other area businesses, agencies, and area residents provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Pajama Program	\$1,806
United Way of Delaware County:	\$4,350
New Hope Church of Powell:	\$3,500
Delaware Grace Church:	\$2,500
Liberty Presbyterian Church:	\$13,300; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donation and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$25,456 to the Delaware County Department of Job and Family Services and thanks to the Pajama Program, United Way of Delaware County, New Hope Church of Powell, Delaware Grace Church, and Liberty Presbyterian Church for their thoughtful generosity and commitment to the children, families, and seniors of Delaware County.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

14

RESOLUTION NO. 16-1310

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

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WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

22411605-5381 Job and Family Services \$800.00 Planning Committee meetings January, April, July, and October 2017

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

15

RESOLUTION NO. 16-1311

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS AND ADDENDUMS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS VILLAGE NETWORK, KIDS COUNTY TOO, ADVANTAGE FAMILY OUTREACH; AND ADRIEL:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts and addendums;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts and addendums for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Adriel 414 N Detroit Street #188 West Liberty, Ohio 43357 Amount: \$25,000.00 This Agreement in effect from 01/01/2017-12/31/2017	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Advantage Family Outreach 445 Longview Ave. W Mansfield, Ohio 44903 Amount: \$175,000.00 This Agreement in effect from 01/01/2017-12/31/2017	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Kids Count Too, Inc. 1616 E. Wooster St Ste 3 Bowling, Green, Ohio 43402 Amount: \$33,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)

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<p>This Agreement in effect from 01/01/2017-12/31/2017</p>	<p>F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>The Village Network 2000 Noble Drive Wooster, Ohio 44691</p> <p>Amount: \$140,000.00</p> <p>This Agreement in effect from 01/01/2017-12/31/2017</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

Adriel

**ADDENDUM TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES (AGENCY) AND ADRIEL SCHOOL, INC. (PROVIDER)**

Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

Article V.B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.

Article V.E. Provider agrees to notify the Agency when and if the following safety condition exists:

- The child’s medication has changed.

Article VI. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request. Copies of the records are to be submitted electronically via email as an attached, scanned pdf file(s) or via facsimile (fax).

Article VI. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network.

Article VIII.J. By verbal agreement of the parties, the Agency will pay the per diem for up to seven (7) days when a child is hospitalized, provided the foster parents are available for the child during hospitalization; when a child is AWOL; or when a child is on a short-term visit with his/her family. The foster parents must be available to accept the child back into their home upon return from the temporary leave. The Agency will not provide payment beyond seven (7) days without a written agreement between the parties. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.

Advantage Family Outreach

**ADDENDUM TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES (AGENCY) AND ADVANTAGE FAMILY OUTREACH (PROVIDER)**

Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

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Article VI. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network.

Article VIII.J. By verbal agreement of the parties, the Agency will pay the per diem for up to seven (7) days when a child is hospitalized, provided the foster parents are available for the child during hospitalization; when a child is AWOL; or when a child is on a short-term visit with his/her family. The foster parents must be available to accept the child back into their home upon return from the temporary leave. The Agency will not provide payment beyond seven (7) days without a written agreement between the parties. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.

Kids Count Too, Inc.

**ADDENDUM TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES (AGENCY) AND KIDS COUNT TOO, INC. (PROVIDER)**

Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

Article V.B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child's ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.

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The Village Network

**ADDENDUM TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES (AGENCY) AND THE VILLAGE NETWORK (PROVIDER)**

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Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

Article V.B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.

Article V.E. Provider agrees to notify the Agency when and if the following safety condition exists:

- The child’s medication has changed.

Article VI. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request. Copies of the records are to be submitted electronically via email as an attached, scanned pdf file(s) or via facsimile (fax).

Article VI. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network.

Article VIII.J. By verbal agreement of the parties, the Agency will pay the per diem for up to seven (7) days when a child is hospitalized, provided the foster parents are available for the child during hospitalization; when a child is AWOL; or when a child is on a short-term visit with his/her family. The foster parents must be available to accept the child back into their home upon return from the temporary leave. The Agency will not provide payment beyond seven (7) days without a written agreement between the parties. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.

(A copy of each of these contracts is available in the Commissioners’ Office until no longer of administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

16

RESOLUTION NO. 16-1312

IN THE MATTER OF AMENDING CAPACITY FEE CHARGES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT REGION 1A IN CONFORMITY WITH PROVISIONS OF SECTION 6117.02 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to section 6117.02 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall fix reasonable rates and fees for the use, or availability for use, and connection to the Delaware County Regional Sewer District (the “District”) sanitary sewer facilities; and

WHEREAS, the Board may change the rates from time to time as it considers advisable and, accordingly, has previously made changes in Resolution No. 94-336; and

WHEREAS, Region 1A of the Sewer District is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Water Reclamation Facility (ACWRF); and

WHEREAS, the District has previously created capacity fee surcharge sub-districts within Region 1A to pay for regional capital improvements projects, and the surcharge fee was in addition to the capacity fee established in accordance with Resolution No. 94-336; and

WHEREAS, the District has prepared a comprehensive system-wide Master Plan to identify the operation, maintenance, and capital needs of the District for existing infrastructure as well as new infrastructure for a ten-year planning period; and

WHEREAS, the District prepared a financial model as part of the Master Plan to determine the revenue needs to support the recommendations of the master plan and the District’s primary sources of revenue include connection fees and service rates; and

WHEREAS, the Delaware County Sanitary Engineer recommends a change to the capacity fee charges for Region 1A,

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sub-district capacity fee surcharges and the collection of said capacity fees;

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

Section 1. The Board shall increase the capacity fee in Region 1A from \$5,900 to \$6,400 on March 1, 2017 for one (1) residential equivalent. The capacity fee will be increased in subsequent years to \$6,900 on January 1, 2018, \$7,500 on January 1, 2019, and \$8,100 on January 1, 2020. Non-residential connections shall be calculated based on a residential equivalent basis.

Section 2. The Board shall decrease the Region 1A sub-district capacity fee surcharges incrementally over the next four years and eliminate them on January 1, 2020 as outlined below:

Surcharge Area	Surcharge Amount / Effective Date			
	3/1/17	1/1/18	1/1/19	1/1/20
Cheshire Pump Station	\$1,900.00	\$1,200.00	\$500.00	\$0.00
Cheshire Elementary	\$2,250.00	\$1,450.00	\$650.00	\$0.00
Maxtown Pump Station	\$1,500.00	\$1,000.00	\$500.00	\$0.00
North Orange	\$549.66	\$0.00	\$0.00	\$0.00
Liberty Park Pump Station sub-district	\$750.00	\$500.00	\$250.00	\$0.00
Perry Taggart	\$3,000.00	\$2,000.00	\$1,000.00	\$0.00
Liberty Sawmill	1,000.00	\$650.00	\$300.00	\$0.00
Seldom Seen Acres	\$663.29	\$0.00	\$0.00	\$0.00

Section 3. Payment of one hundred percent (100%) of the capacity (tap) fees shall be done prior to connection to the sewer system and construction of the tap. This replaces Resolution No. 94-336 where fifty percent (50%) of the capacity (tap) fee was required to be deposited prior to platting.

Section 4. The District shall update the financial model on a routine basis and an amendment to these fee changes may be considered.

Section 5. The capacity fees and surcharges for the Clark Shaw, Lower Scioto, Bent Tree, Tartan Fields, Scioto Hills, Hoover Woods, Powell Assessment, Scioto Reserve and Northstar have been established by previous agreements and shall remain in effect.

Section 6. This Resolution supersedes all previous resolutions inconsistent herewith, which are hereby repealed, and shall be effective immediately upon adoption.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**17
RESOLUTION NO. 16-1313**

IN THE MATTER OF AMENDING USER CHARGES FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT IN CONFORMITY WITH PROVISIONS OF SECTION 6117.02 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to section 6117.02 of the Revised Code, the Delaware County Board of Commissioners (the "Board") shall fix reasonable rates for the use, or availability for use, of the Delaware County Regional Sewer District (the "District") sanitary sewer facilities; and

WHEREAS, the Board may change the rates from time to time as it considers advisable and, accordingly, has previously made changes in Resolution Nos. 89-07, 93-530, 04-1601, and 14-19; and

WHEREAS, the District has prepared a comprehensive system-wide Master Plan to identify the operation, maintenance, and capital needs of the District for existing infrastructure as well as new infrastructure for a ten-year planning period; and

WHEREAS, the District prepared a financial model as part of the Master Plan to determine the revenue needs to support the recommendations of the master plan and the District's primary sources of revenue include connection fees and service rates; and

WHEREAS, the Delaware County Sanitary Engineer recommends a change to the user rates;

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

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finding it advisable to change the user rates for the District, hereby approves the following:

Section 1. Section II, Parts I and II of the District rate resolution are hereby amended to read as follows:

Section II. Sanitary Sewer Use Charge

A Resolution amending the user charges for sewage collection and sewage treatment service in the County of Delaware, Ohio. All moneys collected as user charges shall be paid to the county treasurer and kept in a separate and distinct sanitary fund established by the Board to the credit of the District. Except as otherwise provided in any proceedings authorizing or providing for the security for and payment of any public obligations, or in any indenture or trust or other agreement securing public obligations, moneys in the sanitary fund shall be applied first to the payment of the cost of the management, maintenance, and operation of the sanitary facilities of, or used or operated for, the District, which cost may include the county's share of management, maintenance, and operation costs under cooperative contracts for the acquisition, construction, or use of sanitary facilities and, in accordance with a cost allocation plan adopted under division (E) of section 6117.02 of the Revised Code, payment of all allowable direct and indirect costs of the District, the county sanitary engineer or sanitary engineering department, or a federal or state grant program, incurred for sanitary purposes under R.C. Chapter 6117, and shall be applied second to the payment of debt charges payable on any outstanding public obligations issued or incurred for the acquisition or construction of sanitary facilities for or serving the District, or for the funding of a bond retirement or other fund established for the payment of or security for the obligations. Any surplus remaining may be applied to the acquisition or construction of those facilities or for the payment of contributions to be made, or costs incurred, for the acquisition or construction of those facilities under cooperative contracts. Moneys in the sanitary fund shall not be expended other than for the use and benefit of the District.

Part I Definitions

"User Charge" - Shall mean the charge assessed for the use, or the availability for use, of the sanitary facilities of the District to be paid by every person and public agency whose premises are served, or capable of being served, by a connection to those facilities to recover the costs of the District in accordance with section 6117.02 of the Revised Code, specifically the management, maintenance, operation, acquisition, and construction of sanitary facilities, including related debt charges.

Part II - User Charges

The Board of County Commissioners has the authority to establish and regularly review the User Charge for each individual connection to any and all sanitary sewerage systems operated and maintained by the County Sanitary Engineer in County Sewer Districts.

The following User Charges are hereby established:

TYPE OF USE	EQUIVALENT RESIDENTIAL UNITS	USER CHARGE RATE MINIMUM \$ PER MONTH FLAT RATE						
		2/1/18	2/1/19	2/1/20	2/1/21	2/1/22	2/1/23	2/1/24
Single Family Residence	1.0 each	\$33.00	\$34.00	\$35.10	\$36.20	\$37.30	\$38.50	\$39.00
Efficiency & One Bedroom Apartments	0.60 per unit	\$19.80	\$20.40	\$21.06	\$21.72	\$22.38	\$23.10	\$23.40
Two Bedroom Apartments	0.75 per unit	\$24.75	\$25.50	\$26.33	\$27.15	\$27.96	\$28.88	\$29.25
Three Bedroom and Over Apartments	1.0 per unit	\$33.00	\$34.00	\$35.10	\$36.20	\$37.30	\$38.50	\$39.00
Condominium	1.0 per unit	\$33.00	\$34.00	\$35.10	\$36.20	\$37.30	\$38.50	\$39.00
Mobile Home Parks	0.75 per single space	\$24.75	\$25.50	\$26.33	\$27.15	\$27.96	\$28.88	\$29.25
	1.0 per double wide space	\$33.00	\$34.00	\$35.10	\$36.20	\$37.30	\$38.50	\$39.00

For any use not shown, multiple or modified uses, the number of equivalent residential units and the resultant monthly charge shall be determined by the Delaware County Sanitary Engineer by the use of accepted engineering practices and on the basis of anticipated volume and composition of the flow from the proposed connection using 290 gallons per day of ordinary domestic sewage as one (1) residential unit for the purposes of calculating rates.

Subject to the availability of funds after proper allocation of all monies received in the District fund pursuant to section 6117.02 of the Revised Code, three percent (3.0%) of the collected User Charges shall be designated for the acquisition and construction of sanitary sewer facilities. Revenue shall be transferred to the appropriate fund for such projects.

The User Charge rate shall be reviewed annually by the Board, based upon the Sanitary Engineer's recommendations, in order to determine whether or not they are sufficient to defray the annual cost of operation of the District as determined from the wastewater treatment plant records. If the difference between the total annual revenue derived and the total annual cost is sufficient to justify an increase or decrease in the user charge rate, the Board will adjust the rates as required. The purpose of the annual review is also to maintain proportionality in the user charge system.

All users will be billed quarterly for their monthly service. User charges for new connections will be prorated from the

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date of the connection to the sewer system. The billing shall be for the next quarter and shall be due and payable by the 10th of the month following the invoice date, unless specifically stated otherwise on the invoice. Bills for sewer service that are not paid by the due date shall be subject to a five percent (5%) penalty on the unpaid balance each quarter. If the same is not paid within ninety (90) days after it is due and payable, it may be certified to the Auditor of Delaware County, who shall place the same on the tax duplicate, with the interest and penalty allowed by law, and shall be collected as other taxes are collected. Each charge certified to the Auditor pursuant to this Resolution shall, upon certification, be a lien upon the premises charged therewith.

Quarterly sewer service charges as established by the Board are normally billed to the owner of any property connected to a County operated sanitary sewerage system. If the owner of any property elects to have his agent, tenant or lessee pay these charges as they accrue, such agent, tenant or lessee does so as the agent of the owner, and such owner shall be held responsible for unpaid charges.

Bills for sewer service charges will be mailed where directed as a matter of convenience to the owner of the property or their agents. Failure to receive bills will not relieve anyone of the responsibility for prompt payment. It is the property owner's obligation to notify the County Sanitary Engineer of any change of or error of address.

Section 2. Existing Section II, Parts I and II of Sewer Charges are hereby repealed effective January 1, 2017. Amended Section II, Parts I and II shall be effective January 1, 2017.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 16-1314

IN THE MATTER OF REVISING THE DELAWARE COUNTY REGIONAL SEWER DISTRICT PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES:

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

WHEREAS, the Delaware County Regional Sewer District (DCRSD) utilizes a qualifications-based selection procedure (“The Procedure”) for Professional Design Services, and,

WHEREAS, County staff recommends various revisions in order to update and simplify The Procedure, and,

WHEREAS, the revisions are also sought to add flexibility to The Procedure so that projects can be implemented simultaneously, and

WHEREAS, the Sanitary Engineer recommends the following revisions be made to The Procedure;

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

The Board hereby approves and implements a revised Procedure to pre-qualify professional design firms and to procure professional design services, known as the following:

DELAWARE COUNTY REGIONAL SEWER DISTRICT PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES.

DELAWARE COUNTY REGIONAL SEWER DISTRICT QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES

Rev. Date 12/2/2016

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ARTICLE 1: INTRODUCTION

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This procedure outlines the process the Delaware County Regional Sewer District (DCRSD) will use to receive proposals in order to announce, evaluate and award professional design contracts for projects in excess of fifty-thousand dollars (\$50,000.00) as well as prequalify professional design firms for projects less than fifty-thousand dollars (\$50,000.00). DCRSD intends to send out proposal requests on a routine basis for projects with estimated professional design fees in excess of \$50,000. DCRSD shall conduct a prequalification process every two (2) years for projects with estimated professional design fees less than \$50,000.

ARTICLE 2: CLASSIFICATIONS OF PROFESSIONAL DESIGN SERVICES CONTRACTS

Professional design services contracts will be classified under two categories:

1. Professional design services contracts that may include planning, design, permitting, bidding and construction services for projects with an estimated professional design fee greater than \$50,000. See Article 5 for detailed information on the selection process.
2. Professional design services contracts with an estimated professional design fee less than \$50,000. See Article 6 for detailed information on the pre-qualification process.

ARTICLE 3: ANNOUNCEMENT OF PROPOSALS AND STATEMENTS OF QUALIFICATIONS (SOQs)

DCRSD will distribute a request announcement via e-mail to all firms that are currently pre-qualified with DCRSD. All announcements will also be posted on the DCRSD website.

ARTICLE 4: SUBCONSULTANTS

A firm may employ sub-consultants for various disciplines (i.e. Electrical, HVAC, Geotechnical, Environmental Permitting, Surveying, etc.) as-needed on proposal and SOQ submissions. Qualifications and firm history for the sub-consultant shall be identified and provided in the response.

ARTICLE 5: EVALUATION AND AWARD PROCESS FOR PROJECTS WITH ESTIMATED PROFESSIONAL DESIGN FEE EXCEEDING \$50,000.

DCRSD uses a Qualifications Based Selection Process conforming to the requirements of Ohio Revised Code Sections 153.65 to 153.71. The process is as follows:

1. DCRSD shall issue a Request for Proposals (RFP) that may include multiple contracts in the same request (bundle of contracts). The interested firm shall submit a single proposal that identifies the specific contracts that they wish to be considered for and requested documentation as outlined below.
2. DCRSD shall evaluate the proposals and may hold discussions with individual firms to discuss the firms' qualifications, scope of the services, and the technical approach.
3. Proposals will be evaluated and ranked by a Proposal Evaluation Committee designated by the Executive Director or designee.
4. DCRSD will attempt to negotiate a contract with the highest ranking firm for each project.

Upon successful negotiation of a contract between DCRSD and the successful firm, the contract will be presented by DCRSD to the Delaware County Board of Commissioners for approval.

RFP Process:

A Request for Proposals (RFP) shall be distributed in accordance with Article 3 above and include, the following content:

1. A public announcement identifying the project.
2. A basic description of the project. The project description is intended to cover the basic services required for the proposed project.
3. Notice of any required meetings, conferences or presentations.
4. When, where and to whom the response to the RFP is to be submitted.

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Note: If a consultant feels a portion of the project description is not clear, written notice shall be sent to DCRSD requesting a review and a determination of action. If a discrepancy exists, a written ADDENDUM to the RFP shall be sent to each consultant and advertised publicly.

5. The DCRSD may issue Addenda to or cancel any Request for Proposals and/or Request for Statements of Qualifications, and may reject any and all proposals in whole or in part when it is in the best interest of the DCRSD.

Proposal Response:

A firm’s proposal response shall include, but is not limited to, the following:

1. Company Name and background on company.
2. Identification of contract(s) that proposer wishes to be considered for.
3. Names and experience of key personnel that will be assigned to perform the services. Provide organizational chart for the proposed project team for each contract to be considered for. Provide resumes for the key project staff members (2 page maximum per resume).
4. List of completed projects for DCRSD and/or similar to the proposed project in which the team is wishing to be considered for and has previously participated in; include detailed information on project description and key personnel.
5. A description of the firm’s project strategy for each contract to be considered for. The description shall include:
 - a. Understanding of the project.
 - b. Keys to a successful project
 - c. Innovative and cost savings ideas for the project
6. Project Schedule indicating the time frame for work tasks, review time, milestones, etc.
7. Three (3) public or private agency references to contact regarding the firm’s past performance, preferably on similar projects.

One (1) original and four (4) copies of the proposal are to be submitted for evaluation, along with a digital copy of the proposal on CD/DVD, unless stated otherwise in the RFP. There may also be specific page limitations and binding requirements stated in the RFP.

Evaluation of Consultant's Response:

The Proposal Evaluation Committee shall be determined by the Executive Director or his/her designee. Each member of the Proposal Evaluation Committee shall evaluate all firms.

Individual evaluations shall be combined into a consensus evaluation. The average score for each of the criteria shall be totaled for a composite score.

The Proposal Evaluation Committee shall evaluate the proposals based on the following criteria, unless otherwise stated in the RFP:

Experience, technical training and education of the personnel assigned to perform the work	15 POINTS
Competence to perform the required services as indicated by past projects	15 POINTS
Project Understanding and Strategy	15 POINTS
Project Schedule	5 POINTS
TOTAL POINTS	50 POINTS

Prior to completing evaluations, the Proposal Evaluation Committee may request revisions or clarification of the proposals, provided the same opportunity to revise or clarify is given to all firms.

If the Proposal Evaluation Committee feels that the scoring process listed above is sufficient to determine the highest ranked firm, DCRSD may proceed to consultant recommendation.

If the Proposal Evaluation Committee feels that interviews are necessary to determine the highest ranked firm following the scoring evaluations, the Proposal Evaluation Committee may require them. DCRSD reserves the right to limit the number of firms to be interviewed.

Following the interviews, the Proposal Evaluation Committee will evaluate the firms to determine a final ranking.

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Right to Reject Proposals/Waive Informalities

In determining responsiveness to RFPs, the DCRSD will consider whether the Proposal Documents conform in all material respects to the Request for Proposal. The DCRSD reserves the right to waive any irregularities that may be in the best interest to do so.

The DCRSD will have the right to reject any and all Proposal Documents, to accept in whole or in part, to add or delete items of scope, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by information, forms and data required by the Request for Proposal, and to accept or reject any Proposal Document which deviates from specifications and requirements when in the best interest of the DCRSD. Irrespective of any of the foregoing, the DCRSD has the right to award a Contract in its own best interests.

Consultant Recommendation:

Once the Proposal Evaluation Committee has evaluated all proposals and ranked the firms, the Committee shall prepare a letter notifying each firm of its findings. DCRSD may then enter into contract negotiations with the highest ranked firm.

Final Contract Negotiations:

DCRSD shall establish the proposed terms and scope of services for the project's contract. Should the negotiations with the highest ranked firm be unsuccessful, then they shall be terminated and negotiations shall begin with the next highest ranked firm. This process shall continue until a contract is successfully negotiated. If all of the negotiations are unsuccessful, all of the firms that submitted proposals will be notified that the selection process has been terminated. DCRSD reserves the right to terminate the final negotiations at its discretion.

Contract Execution:

Once the terms and conditions for the proposed scope of services have met the satisfaction of DCRSD and the contract is signed by the successful firm, the contract shall be presented to the Delaware County Board of Commissioners for approval. Upon execution of the contract by the Board of Commissioners, DCRSD shall notify the firm of the executed contract.

ARTICLE 6: PREQUALIFICATION PROCESS FOR PROJECTS WITH ESTIMATED PROFESSIONAL DESIGN FEE LESS THAN \$50,000.

DCRSD intends on conducting a prequalification process in accordance with Ohio Revised Code Section 153.68, every two (2) years for projects with estimated professional design fees less than \$50,000. The professional design service categories include the following:

- Wastewater Treatment Plant Design
- Pump Station and Force Main Design
- Gravity Sanitary Sewer Design and Hydraulic Modeling
- SCADA and Electrical Design
- Construction Management/Inspection
- Support Services - Environmental Permitting, Geotechnical Engineering, and Surveying

The same consultant may be pre-qualified in more than one (1) professional design service category.

Consultant Response:

The consultant's SOQ submittal shall have a maximum page limit of twenty (20) pages and must contain a cover letter that clearly states the professional design services categories for which the consultant wishes to be considered for prequalification.

SOQ'S shall include, but are not limited to, the following:

1. Firm name, address, telephone number, year established, size of firm, and former firm names or ownership, if applicable.
2. Names of Project Principal, Project Manager, and Key Personnel including qualifications, professional registrations and relative experience to be assigned to projects. It is the design firm's responsibility to advise DCRSD of any changes in this individual's ability to be available for a DCRSD project.
3. List of completed projects which the firm has participated in and demonstrates its ability to perform the services required in the selected professional design services category. Include key personnel and client contact information for references.

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4. Identify ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously;
5. Three (3) public or private agency references to contact regarding the firm’s past performance, preferably on similar projects. Information for this requirement may be presented on the list of completed projects outlined under item #3 above.
6. List of claims or lawsuits with any public authority over the last five years.

One (1) original and four (4) copies of the SOQ are to be submitted for evaluation, along with a digital copy of the proposal on CD/DVD.

Evaluation of Consultant's Response:

SOQ’S will be evaluated and ranked for prequalification by the selection committee designated by the Executive Director or designee.

The selection committee shall evaluate the SOQs based on the following criteria:

Experience, technical training and education of the personnel assigned to perform the work	20 POINTS
Competence to perform the required services as indicated by past projects	20 POINTS
Ability to perform projects in a responsive and timely manner	10 POINTS
TOTAL POINTS	50 POINTS

Individual evaluations shall be combined into a consensus evaluation. The average score for each of the criteria shall be totaled for a composite score. The selection committee shall identify the three (3) highest ranking firms in each category and they will achieve prequalification status for a two (2) year period.

Contract Negotiation:

For specific projects with an estimated professional design fee under \$50,000.00, DCRSD may enter into a contract with a firm based on the provisions of ORC 153.69(B) and 153.71. The process is as follows:

- A. DCRSD shall select a firm among those with prequalification status.
- B. DCRSD and the selected firm shall comply with Division (B) of section 153.69 of the Revised Code with respect to the negotiation of a contract. Contract negotiations shall:
 1. Ensure that the professional design firm and the agency have a mutual understanding of the requirements involved in providing the required services;
 2. Determining that the firm will make available the necessary personnel, equipment, and facilities to perform the services within the required time;
 3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.
- C. Upon failure to negotiate a contract with the selected firm, DCRSD shall inform the firm in writing of the termination of negotiations and may enter into negotiations with another firm from among those with prequalification status.
- D. Once the terms and conditions for the proposed scope of services have met the satisfaction of DCRSD and the contract is signed by the successful firm, the contract shall be presented to the Delaware County Board of Commissioners for approval.
- E. Upon execution of the contract by the Board of Commissioners, DCRSD shall notify the firm of the executed contract.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-1315

IN THE MATTER OF ACCEPTING PERMANENT SANITARY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FROM ROCKFORD HOMES, INC.

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

WHEREAS, permanent sanitary easements and temporary construction easements are required from Rockford Homes, Inc. on parcel numbers 31912001067000 and 31912001080002, and

WHEREAS, Rockford Homes, Inc. is granting the aforementioned easements to the County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the permanent sanitary and temporary construction easements from Rockford Homes, Inc.

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

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO 16-1316

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE PROPOSALS FOR BIOSOLIDS DISPOSAL AND BENEFICIAL RE-USE FOR THE REGIONAL SEWER DISTRICT:

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

WHEREAS, the Regional Sewer District desires to receive proposals for Biosolids Disposal and Beneficial Re-Use of Biosolids generated from the County's wastewater treatment facilities; and

WHEREAS, the Regional Sewer District will provide the proposal request documents, including proposal requirements, format, and forms; and

NOW THEREFORE BE IT RESOLVED that the Request for Proposal Documents for the Disposal and Beneficial Re-Use of Biosolids are hereby approved, and; the Sanitary Engineer is authorized to advertise for and receive proposals on behalf of the Board in accordance with the following Request for Proposals:

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the disposal and beneficial re-use of biosolids generated from the County's wastewater treatment facilities, with hauling to be provided by the Delaware County Sewer District. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **3:00 p.m. on Wednesday, February, 8 2017**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Sewer District office, 50 Channing Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

Delaware Gazette Advertisement Dates:
 Friday, December 23, 2016
 Friday, January 6, 2017

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By ORDER of the Board of Commissioners,
This 22nd day of December, 2016

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 16-1317

IN THE MATTER OF APPROVING A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC FOR THE 2017-2018 CALCIUM NITRATE SUPPLY CONTRACT:

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

WHEREAS: A Notice of Award for the 2017-2018 Calcium Nitrate Supply Contract was approved by the County of Delaware, Ohio by Commissioner’s Resolution No. 16-1244, and

WHEREAS: Evoqua Water Technologies, LLC provided the Sanitary Engineer’s Office with executed contracts and insurance information for the supply of calcium nitrate, and

WHEREAS: The Sanitary Engineer recommends approving the contract to Evoqua Water Technologies, LLC

NOW, THEREFORE, BE IT RESOLVED that the 2017-2018 Calcium Nitrate Supply Contract with Evoqua Water Technologies be approved.

**2017-2018 CALCIUM NITRATE SUPPLY CONTRACT
DCES CONTRACT #17-01**

This Agreement is made and entered into this 22nd day of December, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Evoqua Water Technologies, LLC (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”: Delivery of Calcium Nitrate in accordance with the Bid Documents, which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Matthew Lambert

Address: 50 Channing St. Delaware, OH 43015

Telephone: (740) 833-2240

Email: mlambert@co.delaware.oh.us

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Contractor:
 Name of Project Manager
 in Charge: Greg Tomlinson District Manager, Northeast

Address of Firm: 2650 Tallevast Road

City, State, Zip: Sarasota, Florida, 34243

Telephone: (302) 521-3934

Email: gregory.tomlinson@evoqua.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Bid Price.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 7.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 7.3 This Agreement shall expire on December 31, 2018, with the option to extend the length of the Agreement for up to one (1) year if mutually agreeable by both County and Contractor.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 8.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 10 MISCELLANEOUS TERMS AND CONDITIONS**
- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to

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change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

10.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

22

RESOLUTION NO. 16-1318

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE METROPOLITAN HOUSING AUTHORITY:

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

WHEREAS, in December 1988, the Delaware Metropolitan Housing Authority was established, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for making certain appointments to the Delaware Metropolitan Housing Authority;

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

Section 1. The Board of Commissioners hereby approves the appointment of Richard Rossi as a member to the Delaware Metropolitan Housing Authority for the unexpired term ending February 22, 2021.

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 16-1319

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IN THE MATTER OF ADOPTING UPDATES TO THE DELAWARE COUNTY SEVERE WEATHER AND OTHER EMERGENCY POLICY:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends updates to the Severe Weather and Other Emergency Policy;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County approve updates to the Severe Weather and Other Emergency Policy;

DELAWARE COUNTY

Subject	Effective	Supersedes	This Sheet	Total
Severe Weather and Other Emergency Policy	12/ /2016	1/1/97 3/22/99	1	3

1.0 Purpose

The policy is designed to address situations that are deemed as a weather or other emergency resulting in altered operation of Delaware County offices.

2.0 Scope

All appointing authorities, supervisors, and employees of Delaware County.

3.0 Distribution

To all appointing authorities, supervisors, and employees of Delaware County.

4.0 Definitions

Emergency Personnel – Employees who work in departments that respond to emergency safety and care of the public. (e.g. Sheriff’s Deputies, EMS crews, EMA personnel, Dog Wardens, Emergency Communications personnel, maintenance personnel, road maintenance workers, etc.)

Level 1 Snow Emergency – (Advisory) Indicates that roads are snow or ice covered. Drive very cautiously.

Level 2 Snow Emergency – (Caution) Indicates that roads are hazardous with blowing and drifting snow or ice covered. Drive cautiously and travel on the roads only if necessary.

Level 3 Snow Emergency – (Emergency) All roads are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. Those non-emergency personnel traveling on the roads may be subject to fines or arrest.

Other Emergency – Conditions that have the potential of resulting in the loss of life or property. Examples of other emergency conditions are hazardous materials spills, imminent dam failure, public disturbances, or terrorism events.

Weather Advisory – Preemptive. Normally issued in advance of a weather watch. Indicates that radar reflects a weather front with existing conditions that are favorable for producing severe weather.

Weather Warning – Take immediate action. Severe weather conditions are imminent or already occurring. Tornado or severe thunderstorm warnings are usually in affect for an hour or less. If a warning is issued for your area, take action immediately.

Weather Watch – Watch for possible arrival of severe weather conditions. Watches are usually in effect for several hours and indicate that atmospheric conditions are favorable for these storms to develop. Tornadoes or severe thunderstorms need not be present for a watch to be issued. Flood or flash flood watches are issued when widespread flood and/or flash flooding is possible, but not imminent. Watches are usually issued up to 18 hours in advance of possible flooding.

5.0 Policy

Notification Procedure

In the event a snow emergency is declared by the Delaware County Sheriff, or other emergency is issued, the following procedures will take place:

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1. In the case of a Level 2 or 3 Snow Emergency, the Sheriff will notify the Delaware County Emergency Communications Center of the snow emergency declaration. All other emergencies will have information flow originating from the Delaware County Emergency Communications Center.
2. The Delaware County Emergency Communications Center will notify the Emergency Communications Director, the Safety and Security Director and the Emergency Management Director. The Safety and Security Director, Emergency Communications Director and Emergency Management Director will coordinate information and facilitate a recommendation to the County Administrator.
3. The Director of Safety and Security will communicate with the County Administrator. In the absence of the Director of Safety and Security, the Director of Emergency Communications will assume this role. In the absence of the Director of Emergency Communications, the Emergency Management Director will assume this role.
4. The County Administrator will either make a decision to cancel or delay work or send employees home based on the recommendation or seek further guidance from the County Commissioners. In the absence of the County Administrator, the Assistant County Administrator will be consulted. If neither are accessible, the Director of Safety and Security or Director of Emergency Communications (in the absence of the Director of Safety and Security) will contact the Commissioners with the recommendation for action. If the Commissioners are not accessible, the Director of Safety and Security or Director of Emergency Communications (in the absence of the Director of Safety and Security) will proceed with action.
5. The Director of Safety and Security or Director of Emergency Communications (in the absence of the Director of Safety and Security) will notify all county elected officials and Department Directors of the emergency and action to be taken by the entities under the Board of Commissioners based on who can accomplish the task the most rapidly. If necessary, the Director of Emergency Management may assist with notification of the county elected officials and Department Directors.
6. In the event that a Level 2 Snow Emergency is declared or other emergency is present that has caused action, each elected official will individually decide whether his/her employees should report to work or be sent home. Each elected official is responsible for his or her employee notification procedures. The decisions of each elected official will be communicated to the Emergency Communications Center. The County Administrator and Safety and Security Director (or designee in their absence) will be kept apprised of the emergency by the Emergency Communications Director.
7. In the event that a Snow Emergency Level 3 is declared, only emergency personnel essential to the situation are to report to work.
8. In the event of a fast moving incident (such as a hazmat spill or imminent dam failure), the order for evacuation or that a location is off limits will likely come from the on-scene incident commander. Relay of this information will be coordinated through the Emergency Communications Center.

Board of Commissioners' Procedures and Compensation Policy

Commissioners' Office Notification Procedure

1. In the event that a Snow Emergency Level 2/3 or Other Emergency is declared, the County Administrator per Resolution 10-211 will direct employees as follows:
 - A. The decision to cancel or delay work or send employees home will occur as outlined above.
 - B. Each Director under the BOC, Clerk to the BOC, and BOC Receptionist will be notified by the County Administrator. Each director will notify his/her supervisors and lead employees of the Commissioners' decision and direct those supervisors and lead employees to notify their subordinates of the decision. To assist in this notification, each Department Director shall develop a phone tree system so that every effort is made to promptly notify each employee as to the decision. Social Media (Facebook, Twitter, etc.) will be used to communicate to the public as well as employees.
2. In the event that a Snow Emergency Level 3 is declared, only emergency and essential personnel to the situation are to report to work. The same notification procedure for Snow Emergency Level 2 or Other Emergency will be utilized.

Compensation Policy

In the event that either a Level 2 or 3 snow emergency has been declared by the Sheriff, or an Other Emergency warning has been issued, and the Board of Commissioners or County Administrator per Resolution 10-211 decides to close work for non-emergency personnel, the following policy shall govern employees under the direction of the Board of Commissioners unless otherwise addressed in a collective bargaining agreement:

Employees will be compensated for the number of hours they were scheduled to work during the emergency period. Employees not scheduled to work because of scheduled vacation or sick leave will be charged for leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for the remainder of the emergency. Employees who call off that morning, prior to the declaration that the offices are closed, will not be compensated and will be required to use appropriate leave for their individual situation. Employees who have already reported for work and are then permitted to go home, will be paid for the hours worked and compensated for the remainder of hours they were scheduled to work during the emergency period.

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If the Board of Commissioners or County Administrator per Resolution 10-211 decides not to close its departments, employees who are not able to report to work at their regularly scheduled start time due to inclement weather should contact their respective supervisor and request to use available vacation, compensatory time, or unpaid leave to cover the period not worked. Unpaid leave will only be permitted if the employee has no vacation leave or compensatory time to cover the absence. The Department Director will decide whether leave is justified and approve or disapprove such leave. If the Department Director does not approve of the leave, and the employee does not report to work at the scheduled time, the employee will be considered absent without excused leave and may be subject to disciplinary action. Inclement weather is not a valid excuse for use of sick leave per Ohio Revised Code Section 124.38 and will not be permitted.

Employees living or located in another county shall follow the above policy in accordance with any event or snow emergency declared by the Sheriff for the county in which the employee lives or is located or is required to pass through on his or her route to work. If an employee resides in another county and is unable to report to work due to the event or snow emergency, compensation for such absence(s) will be consistent with the compensation policy as described above.

During weather emergencies, those agencies and/or departments required to maintain twenty-four hour or emergency service operations may continue to use available personnel beyond regularly scheduled hours to cover for non-available staff. Eligible employees required by their appointing authority to work beyond their regular shift shall be paid according to policy or collective bargaining agreement.

Appointing Authorities with statutory authority to set rates of compensation may establish their own weather emergency policy.

Essential Personnel

County Administrator

1. County Administrator
2. Assistant County Administrators, until notified as non-essential by the County Administrator

Safety and Security

1. Director of Safety and Security, until notified as non-essential by the County Administrator
2. Assistant Dog Warden, for emergency pages and care of dogs in the Kennel only

Emergency Medical Services

1. Director of Emergency Medical Services and Assistant Chief's, until notified as non-essential by the County Administrator.
2. All operational personnel with the exception of the administrative staff personnel.

Emergency Communications

1. Director of Emergency Communications, until notified as non-essential by the County Administrator
2. All personnel as identified as essential by the Director of Emergency Communications

Emergency Management Agency

1. EMA Director and all personnel identified as essential by the Director of EMA

Environmental Services / Sanitary Services

1. Director of Sanitary Engineering and Development until determined as non-essential
2. Operations Manager until notified as non-essential by the Director of Sanitary Engineering and Development
3. Water Reclamation Operations shift staff, until notified as non-essential by the Operations Manager

Facilities / Maintenance

1. Facilities Director, until notified as non-essential by the County Administrator
2. Maintenance Staff, until notified as non-essential by the Director of Facilities

All employees designated as essential employees must report to work unless otherwise directed as identified above. The task of this notification may be delegated to the Department Directors. If such essential employees, are not able to report to work due to the weather or road conditions, they shall notify the County Administrator or Assistant County Administrator.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 16-1320

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
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It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

Transfer of Appropriation

From	To	
10011107-5301 Zoning/Contracted Prof. Services	10011107-5101 Zoning/Health Insurance	3.00
10029201-5201 Common Pleas Jury/General Supplies	10029201-5101 Common Pleas Jury/Health Insurance	5.00
25922307-5201 Mental Health Docket/General Supplies	25922307-5101 Mental Health Docket/Health Insurance	10.00

Supplemental Appropriations

27426313-5001	Crime Victims Grant/Compensation	(3,000.00)
27426313-5101	Crime Victims Grant/Health Insurance	(4,000.00)
27426313-5301	Crime Victims Grant/Contracted Prof. Services	(10,000.00)
27426314-5001	Crime Victims CASA/Compensation	(7,000.00)
27426314-5101	Crime Victims CASA/Health Insurance	(10,000.00)
27426314-5201	Crime Victims CASA/General Supplies	(4,000.00)
29440431-5401	S Old State Rd Improvement/Land	(885,000.00)
29440435-5420	Big Walnut Interchange/Road Construction	(285,685.91)
29440436-5401	South Old 3C Improvement/Land	(669,665.00)
29440437-5401	Sunbury Rd Improvement/Land	(1,036,974.53)
29440439-5301	2016 HSIP Curve Study/Contracted Professional Service	(5,440.00)
29440440-5420	Lewis Center Bale Kenyon/Road Construction	(100,000.00)
29911190-5380	AG Society Excise Tax/Other Services	(100,000.00)
40940438-5420	Worthington Big Walnut/Road Construction	(25,000.00)
10011102-5801	Commissioners General/Misc Transfers	5,000,000.00

Reclassify General Fund Advances to Transfer of Funds

From	To	
10011102 Commissioners General	40411414 Courts Building	5,000,000.00

New Organization Key

23011705	CDBG Allocation PY2016
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

25**RESOLUTION NO. 16-1321****IN THE MATTER OF APPROVING THE YEAR 2017 APPROPRIATIONS:**

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

WHEREAS, pursuant to section 5705.38 of the Revised Code, on or about the first day of each fiscal year, the Delaware County Board of Commissioners (the "Board") shall pass an appropriation measure based on the official certificate of estimated resources or amendments thereto; and

WHEREAS, the appropriation measure shall be classified so as to set forth separately the amounts appropriated for each office, department, and division, and, within each, the amount appropriated for personal services; and

WHEREAS, the total appropriations from each fund shall not exceed the total of the estimated revenue available for expenditure therefrom, as certified by the budget commission; and

WHEREAS, the revenues stated herein are derived from the current official certificate of estimated resources and

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are subject to change, without further action by the Board, upon the budget commission's issuance of an amended official certificate of estimated resources; and

WHEREAS, the County Administrator and Assistant County Administrator/Fiscal Services Director have prepared and submitted this Resolution and jointly recommend its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Year 2017 Appropriations be approved as follows:

**2017 Appropriations
 Will go here**

BUDGET RESOLUTION (COMMISSIONERS REQUEST)
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BUDGET REQUEST

100	GENERAL FUND
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	410	TAXES	67,259,545.00
		FEES AND CHARGES FOR	
	420	SERVICES	12,944,520.00
	430	LICENSES AND PERMITS	1,623,950.00
	440	FINES AND FORFEITURES	343,600.00
	450	INTERGOVERNMENTAL	5,433,008.00
	460	INTERFUND REVENUE	125,634.00
		MISCELLANEOUS	
	470	REVENUE	2,148,150.00
		OTHER FINANCING	
	480	SOURCES	10,000.00
			89,888,407.00
	500	SALARY	33,767,292.95
	510	BENEFITS	15,674,695.94
	520	MATERIALS AND SUPPLIES	2,605,971.00
	530	SERVICES AND CHARGES	13,314,352.21
		CAPITAL OUTLAY &	
	540	EQUIPMENT	14,130,000.00
	560	GRANTS IN AID	972,000.00
	580	TRANSFERS	14,280,099.50
			94,744,411.60

10010101	AUDITOR
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	410	TAXES	11,206,430.00
		FEES AND CHARGES FOR	
	420	SERVICES	4,349,745.00
	430	LICENSES AND PERMITS	11,000.00
	450	INTERGOVERNMENTAL	1,405,000.00
			16,972,175.00

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500	SALARY	697,900.00
510	BENEFITS	304,410.00
520	MATERIALS AND SUPPLIES	8,700.00
530	SERVICES AND CHARGES	<u>16,500.00</u>
		1,027,510.00

10010102	WEIGHTS AND MEASURES
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500	SALARY	114,460.00
510	BENEFITS	82,120.00
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	<u>4,765.00</u>
		204,345.00

10011101	COMMISSIONERS ADMIN
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	FEEES AND CHARGES FOR	
420	SERVICES	500,200.00
	MISCELLANEOUS	
470	REVENUE	<u>36,000.00</u>
		536,200.00
500	SALARY	722,579.00
510	BENEFITS	282,583.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	<u>26,900.00</u>
		1,042,062.00

10011102	COMMISSIONERS GENERAL
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410	TAXES	22,754,234.00
450	INTERGOVERNMENTAL	3,434,170.00
460	INTERFUND REVENUE	<u>125,634.00</u>
		26,314,038.00
520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	2,811,749.00
560	GRANTS IN AID	572,000.00
580	TRANSFERS	<u>11,015,216.00</u>
		14,413,965.00

10011103	RECORDS CENTER
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	FEEES AND CHARGES FOR SERVICES	550.00
420		550.00
500	SALARY	149,654.92
510	BENEFITS	59,159.74
520	MATERIALS AND SUPPLIES	30,000.00
530	SERVICES AND CHARGES	36,327.30
		275,141.96

10011105	LAND AND BUILDINGS
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	MISCELLANEOUS REVENUE	195,000.00
470		
	OTHER FINANCING SOURCES	10,000.00
480		10,000.00
		205,000.00
500	SALARY	921,642.82
510	BENEFITS	565,828.24
520	MATERIALS AND SUPPLIES	316,500.00
530	SERVICES AND CHARGES	1,177,080.00
		2,981,051.06

10011106	COUNTY GARAGE
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	FEEES AND CHARGES FOR SERVICES	5,000.00
420		
	MISCELLANEOUS REVENUE	15,000.00
470		15,000.00
		20,000.00
500	SALARY	142,128.00
510	BENEFITS	82,195.74
520	MATERIALS AND SUPPLIES	627,950.00
530	SERVICES AND CHARGES	88,000.00
		940,273.74

10011107	ZONING
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	FEEES AND CHARGES FOR SERVICES	400.00
420		
	LICENSES AND PERMITS	1,500.00
430		1,500.00
		1,900.00
500	SALARY	3,186.32
510	BENEFITS	1,427.63

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4,613.95

10011108	HUMAN RESOURCES
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500	SALARY	273,207.00
510	BENEFITS	100,384.00
520	MATERIALS AND SUPPLIES	16,500.00
530	SERVICES AND CHARGES	182,600.00
		572,691.00

10011110	HUMAN SERVICES
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580	TRANSFERS	1,166,471.00
		1,166,471.00

10011139	PUBLIC INFO/COMMUNITY RELATION
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500	SALARY	70,040.00
510	BENEFITS	31,599.00
520	MATERIALS AND SUPPLIES	9,000.00
530	SERVICES AND CHARGES	96,560.00
		207,199.00

10011180	2007 CO SALES TAX REVENUE FUND
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410	TAXES	33,298,881.00
		33,298,881.00

10011202	PUBLIC DEFENDER
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420	FEES AND CHARGES FOR SERVICES	18,000.00
440	FINES AND FORFEITURES	90,000.00
450	INTERGOVERNMENTAL	460,000.00
		568,000.00
500	SALARY	85,375.00
510	BENEFITS	41,765.00
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	1,491,000.00
		1,621,140.00

10011301	CODE COMPLIANCE
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420	FEEES AND CHARGES FOR SERVICES	444,050.00
430	LICENSES AND PERMITS	<u>1,611,450.00</u>
		2,055,500.00
500	SALARY	1,126,445.34
510	BENEFITS	520,970.90
520	MATERIALS AND SUPPLIES	19,250.00
530	SERVICES AND CHARGES	<u>129,725.00</u>
		1,796,391.24

10011302	EMPLOYEE SAFETY
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500	SALARY	98,500.00
510	BENEFITS	37,000.00
520	MATERIALS AND SUPPLIES	17,000.00
530	SERVICES AND CHARGES	<u>7,000.00</u>
		159,500.00

10011303	EMERGENCY MEDICAL SERVICES
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420	FEEES AND CHARGES FOR SERVICES	800,000.00
470	MISCELLANEOUS REVENUE	<u>15,000.00</u>
		815,000.00
500	SALARY	6,818,821.00
510	BENEFITS	3,009,680.00
520	MATERIALS AND SUPPLIES	195,625.00
530	SERVICES AND CHARGES	<u>1,371,300.00</u>
		11,395,426.00

10011313	RAILROAD TASK FORCE
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530	SERVICES AND CHARGES	<u>1,000.00</u>
		1,000.00

10011501	COUNTY HOME
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530	SERVICES AND CHARGES	<u>15,000.00</u>
		15,000.00

10012101	PROSECUTING ATTORNEY
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	FEES AND CHARGES FOR	
420	SERVICES	50,000.00
	MISCELLANEOUS	
470	REVENUE	<u>500.00</u>
		50,500.00
500	SALARY	1,269,895.20
510	BENEFITS	580,457.31
520	MATERIALS AND SUPPLIES	14,000.00
530	SERVICES AND CHARGES	<u>84,561.28</u>
		1,948,913.79

10012301	VICTIMS ASSISTANCE
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500	SALARY	61,795.81
510	BENEFITS	42,202.59
520	MATERIALS AND SUPPLIES	100.00
530	SERVICES AND CHARGES	<u>7,200.00</u>
		111,298.40

10013101	RECORDER
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	FEES AND CHARGES FOR	
420	SERVICES	<u>801,035.00</u>
		801,035.00
500	SALARY	244,000.00
510	BENEFITS	128,750.10
520	MATERIALS AND SUPPLIES	2,650.00
530	SERVICES AND CHARGES	<u>3,150.00</u>
		378,550.10

10014101	TREASURER
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	FEES AND CHARGES FOR	
420	SERVICES	1,085,100.00
	MISCELLANEOUS	
470	REVENUE	<u>1,700,000.00</u>
		2,785,100.00
500	SALARY	184,798.59
510	BENEFITS	107,835.31
520	MATERIALS AND SUPPLIES	1,900.00
530	SERVICES AND CHARGES	<u>50,900.00</u>
		345,433.90

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10016101	BOARD OF ELECTIONS	
	420 FEES AND CHARGES FOR SERVICES	78,100.00
	450 INTERGOVERNMENTAL	<u>6,500.00</u>
		84,600.00
	500 SALARY	996,436.35
	510 BENEFITS	479,473.78
	520 MATERIALS AND SUPPLIES	102,200.00
	530 SERVICES AND CHARGES	<u>723,250.00</u>
		2,301,360.13
10020201	CLERK OF COURTS	
	420 FEES AND CHARGES FOR SERVICES	550,050.00
	440 FINES AND FORFEITURES MISCELLANEOUS	75,000.00
	470 REVENUE	<u>45,700.00</u>
		670,750.00
	500 SALARY	622,850.16
	510 BENEFITS	315,340.05
	520 MATERIALS AND SUPPLIES	28,500.00
	530 SERVICES AND CHARGES	<u>39,400.00</u>
		1,006,090.21
10021201	COMMON PLEAS/GORMLEY	
	500 SALARY	240,235.70
	510 BENEFITS	115,034.78
	520 MATERIALS AND SUPPLIES	17,500.00
	530 SERVICES AND CHARGES	<u>42,450.00</u>
		415,220.48
10022201	COMMON PLEAS/KRUEGER	
	500 SALARY	322,145.74
	510 BENEFITS	168,660.97
	520 MATERIALS AND SUPPLIES	17,999.00
	530 SERVICES AND CHARGES	<u>51,300.00</u>
		560,105.71

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10022202	ADULT COURT SERVICES
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	500	SALARY		642,207.09
	510	BENEFITS		287,415.22
	530	SERVICES AND CHARGES		7,060.00
				936,682.31

10023201	DOMESTIC RELATIONS
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	420	FEES AND CHARGES FOR SERVICES		125,000.00
				125,000.00
	500	SALARY		976,175.45
	510	BENEFITS		451,682.85
	520	MATERIALS AND SUPPLIES		27,000.00
	530	SERVICES AND CHARGES		107,600.00
				1,562,458.30

10026201	JUVENILE COURT
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	420	FEES AND CHARGES FOR SERVICES		218,820.00
	440	FINES AND FORFEITURES		5,000.00
	450	INTERGOVERNMENTAL		32,984.00
				256,804.00
	500	SALARY		1,717,522.38
	510	BENEFITS		850,659.35
	520	MATERIALS AND SUPPLIES		74,000.00
	530	SERVICES AND CHARGES		267,000.00
				2,909,181.73

10026202	JUVENILE CORRECTION CENTER
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	530	SERVICES AND CHARGES		660,239.63
				660,239.63

10027201	PROBATE COURT
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	420	FEES AND CHARGES FOR SERVICES		119,850.00
				119,850.00
	500	SALARY		

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		339,520.00
510	BENEFITS	171,519.04
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	<u>86,950.00</u>
		599,989.04
10029201	COMMON PLEAS/JURY COMMISSION	
500	SALARY	76,119.47
510	BENEFITS	52,673.65
520	MATERIALS AND SUPPLIES	7,200.00
530	SERVICES AND CHARGES	<u>151,350.00</u>
		287,343.12
10029202	COURT OF APPEALS	
530	SERVICES AND CHARGES	<u>38,000.00</u>
		38,000.00
10029203	MUNICIPAL COURT	
420	FEES AND CHARGES FOR SERVICES	7,500.00
440	FINES AND FORFEITURES	<u>128,000.00</u>
		135,500.00
500	SALARY	5,000.00
510	BENEFITS	825.00
530	SERVICES AND CHARGES	<u>500,000.00</u>
		505,825.00
10030301	CORONER	
500	SALARY	140,629.63
510	BENEFITS	103,437.58
520	MATERIALS AND SUPPLIES	2,800.00
530	SERVICES AND CHARGES	<u>118,560.00</u>
		365,427.21
10031301	SHERIFF / DEPUTIES	
420	FEES AND CHARGES FOR SERVICES	2,451,120.00
440	FINES AND FORFEITURES	26,600.00

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450	INTERGOVERNMENTAL	94,354.00
	MISCELLANEOUS	
470	REVENUE	<u>1,950.00</u>
		2,574,024.00
500	SALARY	10,267,605.29
510	BENEFITS	4,629,361.07
520	MATERIALS AND SUPPLIES	629,290.00
530	SERVICES AND CHARGES	<u>883,342.00</u>
		16,409,598.36

10031302	SHERIFF PRISONER TRANSPORT
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530	SERVICES AND CHARGES	<u>41,416.00</u>
		41,416.00

10031303	SHERIFF JAIL
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420	FEES AND CHARGES FOR SERVICES	1,340,000.00
440	FINES AND FORFEITURES	19,000.00
	MISCELLANEOUS	
470	REVENUE	<u>114,000.00</u>
		1,473,000.00
500	SALARY	4,224,211.64
510	BENEFITS	1,967,464.31
520	MATERIALS AND SUPPLIES	368,307.00
530	SERVICES AND CHARGES	<u>1,697,717.00</u>
		8,257,699.95

10031308	SHERIFF FIRING RANGE
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520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	<u>17,500.00</u>
		20,000.00

10031337	SHERIFF LOCAL FUNDS
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470	MISCELLANEOUS REVENUE	<u>25,000.00</u>
		25,000.00
520	MATERIALS AND SUPPLIES	5,500.00
530	SERVICES AND CHARGES	28,000.00

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		33,500.00
10040421	ROAD & BRIDGE PROJECTS	
540	CAPITAL OUTLAY & EQUIPMENT	14,130,000.00
560	GRANTS IN AID	400,000.00
580	TRANSFERS	<u>2,098,412.50</u>
		16,628,412.50
10062601	VETERANS SERVICES	
500	SALARY	212,205.05
510	BENEFITS	102,779.73
520	MATERIALS AND SUPPLIES	31,000.00
530	SERVICES AND CHARGES	<u>251,900.00</u>
		597,884.78
10110107	UNCLAIMED MONIES	
470	MISCELLANEOUS REVENUE	<u>40,000.00</u>
		40,000.00
530	SERVICES AND CHARGES	40,000.00
580	TRANSFERS	<u>25,634.00</u>
		65,634.00
20110105	REA	
420	FEEES AND CHARGES FOR SERVICES	<u>3,663,900.00</u>
		3,663,900.00
500	SALARY	908,484.00
510	BENEFITS	452,402.00
520	MATERIALS AND SUPPLIES	35,400.00
530	SERVICES AND CHARGES	2,544,800.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>15,000.00</u>
		3,956,086.00
20110106	REA GIS	
420	FEEES AND CHARGES FOR SERVICES	<u>1,000.00</u>
		1,000.00

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500	SALARY	243,134.39
510	BENEFITS	91,645.60
520	MATERIALS AND SUPPLIES	13,400.00
530	SERVICES AND CHARGES	401,054.00
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00
		<u>769,233.99</u>

20315101	DATA CENTER FUND
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420	FEES AND CHARGES FOR SERVICES	24,000.00
460	INTERFUND REVENUE	<u>1,284,000.00</u>
		1,308,000.00

500	SALARY	504,377.35
510	BENEFITS	243,578.07
520	MATERIALS AND SUPPLIES	23,100.00
530	SERVICES AND CHARGES	367,273.39
540	CAPITAL OUTLAY & EQUIPMENT	280,000.00
		<u>1,418,328.81</u>

20410301	DOG AND KENNEL AUDITOR
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500	SALARY	29,195.00
510	BENEFITS	12,845.00
520	MATERIALS AND SUPPLIES	400.00
530	SERVICES AND CHARGES	<u>14,700.00</u>
		57,140.00

20411305	DOG AND KENNEL
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430	LICENSES AND PERMITS	260,000.00
440	FINES AND FORFEITURES	36,000.00
470	MISCELLANEOUS REVENUE	<u>3,500.00</u>
		299,500.00

500	SALARY	162,000.00
510	BENEFITS	81,800.00
520	MATERIALS AND SUPPLIES	18,500.00
530	SERVICES AND CHARGES	43,065.00
540	CAPITAL OUTLAY & EQUIPMENT	28,000.00

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333,365.00

20683201	LAW LIBRARY RESOURCES BOARD
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420	FEES AND CHARGES FOR SERVICES	10.00
440	FINES AND FORFEITURES MISCELLANEOUS	253,750.00
470	REVENUE	<u>16,500.00</u>
		270,260.00
500	SALARY	55,182.50
510	BENEFITS	9,077.13
520	MATERIALS AND SUPPLIES	100,110.63
530	SERVICES AND CHARGES	<u>105,889.74</u>
		270,260.00

21011113	JOINT ECONOMIC DEVELOPMENT
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420	FEES AND CHARGES FOR SERVICES	2,000.00
460	INTERFUND REVENUE	<u>376,823.00</u>
		378,823.00
500	SALARY	167,768.40
510	BENEFITS	55,317.90
520	MATERIALS AND SUPPLIES	9,500.00
530	SERVICES AND CHARGES	<u>172,700.00</u>
		405,286.30

21011116	BUSINESS DEVELOPMENT MEETINGS
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530	SERVICES AND CHARGES	<u>2,500.00</u>
		2,500.00

21411306	911
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410	TAXES	3,438,541.74
450	INTERGOVERNMENTAL	770,547.96
460	INTERFUND REVENUE MISCELLANEOUS	335,000.00
470	REVENUE	<u>25,171.83</u>
		4,569,261.53

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500	SALARY	1,594,149.86
510	BENEFITS	767,224.65
520	MATERIALS AND SUPPLIES	305,780.86
530	SERVICES AND CHARGES	1,480,062.15
540	CAPITAL OUTLAY & EQUIPMENT	<u>52,775.00</u>
		4,199,992.52

21581301	EMERGENCY MANAGEMENT AGENCY
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420	FEES AND CHARGES FOR SERVICES	106,314.80
450	INTERGOVERNMENTAL	<u>153,600.00</u>
		259,914.80
500	SALARY	182,000.00
510	BENEFITS	78,050.00
520	MATERIALS AND SUPPLIES	19,950.00
530	SERVICES AND CHARGES	12,650.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>60,000.00</u>
		352,650.00

21681309	HMGP PARK SAFE ROOMS PROJECT
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450	INTERGOVERNMENTAL	<u>788,762.50</u>
		788,762.50
530	SERVICES AND CHARGES	<u>850,000.00</u>
		850,000.00

21911401	DITCH MAINTENANCE
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410	TAXES	1,353,473.40
420	FEES AND CHARGES FOR SERVICES	<u>100,000.00</u>
		1,453,473.40
520	MATERIALS AND SUPPLIES	86,500.00
530	SERVICES AND CHARGES	832,569.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>72,000.00</u>
		991,069.00

22111502	LITTER GRANT
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450	INTERGOVERNMENTAL	<u>66,370.00</u>
		66,370.00
500	SALARY	41,377.81
510	BENEFITS	27,935.29
520	MATERIALS AND SUPPLIES	1,725.00
530	SERVICES AND CHARGES	<u>2,450.00</u>
		73,488.10

22311611	WORKFORCE INVESTMENT ACT
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450	INTERGOVERNMENTAL	<u>966,763.37</u>
		966,763.37
530	SERVICES AND CHARGES	544,000.00
580	TRANSFERS	<u>450,000.00</u>
		994,000.00

22311614	TANF OWIP
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520	MATERIALS AND SUPPLIES	7,000.00
530	SERVICES AND CHARGES	<u>50,400.00</u>
		57,400.00

22411601	JFS INCOM MAINTENANCE
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450	INTERGOVERNMENTAL	2,955,960.20
460	INTERFUND REVENUE	166,471.00
470	MISCELLANEOUS REVENUE	<u>10,000.00</u>
		3,132,431.20
500	SALARY	1,256,670.77
510	BENEFITS	779,581.35
530	SERVICES AND CHARGES	<u>273,246.24</u>
		2,309,498.36

22411602	JFS PRC
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530	SERVICES AND CHARGES	<u>30,000.00</u>
		30,000.00

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22411603		JFS WORKFORCE	
450	INTERGOVERNMENTAL		316,909.00
460	INTERFUND REVENUE		<u>450,000.00</u>
			766,909.00
500	SALARY		396,822.66
510	BENEFITS		211,521.33
530	SERVICES AND CHARGES		<u>2,870.00</u>
			611,213.99
22411604		JFS CHILD PROTECTION	
450	INTERGOVERNMENTAL		711,217.00
460	INTERFUND REVENUE		<u>1,250,000.00</u>
			1,961,217.00
500	SALARY		1,290,153.04
510	BENEFITS		629,500.17
530	SERVICES AND CHARGES		<u>6,400.00</u>
			1,926,053.21
22411605		JFS ADMINISTRATION	
500	SALARY		497,586.16
510	BENEFITS		237,672.92
520	MATERIALS AND SUPPLIES		25,000.00
530	SERVICES AND CHARGES		<u>582,406.00</u>
			1,342,665.08
22411606		JFS SOCIAL SERVICES	
420	FEES AND CHARGES FOR SERVICES		8,326.52
450	INTERGOVERNMENTAL		<u>107,832.00</u>
			116,158.52
500	SALARY		150,438.43
510	BENEFITS		95,013.12
530	SERVICES AND CHARGES		<u>7,765.00</u>
			253,216.55
22511607		CHILDREN SERVICES	

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450	INTERGOVERNMENTAL	1,165,798.61
460	INTERFUND REVENUE	1,000,000.00
470	MISCELLANEOUS REVENUE	<u>2,070.54</u>
		2,167,869.15
520	MATERIALS AND SUPPLIES	36,000.00
530	SERVICES AND CHARGES	1,791,156.00
580	TRANSFERS	<u>1,250,000.00</u>
		3,077,156.00

22511613	CHILDREN SERVICE LOCAL FUNDS
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530	SERVICES AND CHARGES	<u>2,000.00</u>
		2,000.00

23011705	CDBG ALLOCATION PY2016
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450	INTERGOVERNMENTAL	<u>264,000.00</u>
		264,000.00
530	SERVICES AND CHARGES	<u>264,000.00</u>
		264,000.00

23111709	REVOLVING LOAN
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450	INTERGOVERNMENTAL	<u>10,000.00</u>
		10,000.00
530	SERVICES AND CHARGES	<u>10,000.00</u>
		10,000.00

23512102	DELINQUENT TAX/PROSECUTOR
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420	FEES AND CHARGES FOR SERVICES	<u>250,000.00</u>
		250,000.00
500	SALARY	343,985.93
510	BENEFITS	158,161.41
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	<u>8,000.00</u>

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		512,147.34
23612302	VICTIMS OF CRIME GRANT	
	450 INTERGOVERNMENTAL	137,286.44
	460 INTERFUND REVENUE	34,321.61
		171,608.05
	500 SALARY	109,388.44
	510 BENEFITS	61,859.61
	530 SERVICES AND CHARGES	360.00
		171,608.05
23612305	STATE VICTIMS ASST GRNT SVAA	
	450 INTERGOVERNMENTAL	2,106.00
		2,106.00
	500 SALARY	1,808.50
	510 BENEFITS	297.50
		2,106.00
23711630	CSEA	
	420 FEES AND CHARGES FOR SERVICES	480,000.00
	450 INTERGOVERNMENTAL MISCELLANEOUS	1,430,780.50
	470 REVENUE	15,000.00
		1,925,780.50
	500 SALARY	864,851.88
	510 BENEFITS	486,416.13
	520 MATERIALS AND SUPPLIES	13,200.00
	530 SERVICES AND CHARGES	550,072.00
		1,914,540.01
24026326	JUV CRT RESTITUTION	
	440 FINES AND FORFEITURES	10,000.00
		10,000.00
	530 SERVICES AND CHARGES	10,000.00
		10,000.00

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24113102	COUNTY RECORDER EQUIPMENT
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		FEES AND CHARGES FOR	
420	SERVICES	110,600.00	110,600.00
520	MATERIALS AND SUPPLIES	17,300.00	
530	SERVICES AND CHARGES	98,200.00	115,500.00

24414102	DELINQUENT TAX/TREASURER
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		FEES AND CHARGES FOR	
420	SERVICES	250,000.00	250,000.00
500	SALARY	119,092.14	
510	BENEFITS	61,650.75	
520	MATERIALS AND SUPPLIES	9,500.00	
530	SERVICES AND CHARGES	105,000.00	295,242.89

24820101	TITLE ADMINISTRATION
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		FEES AND CHARGES FOR	
420	SERVICES	1,300,000.00	1,300,000.00
500	SALARY	182,077.22	
510	BENEFITS	103,229.10	
520	MATERIALS AND SUPPLIES	14,300.00	
530	SERVICES AND CHARGES	33,850.00	333,456.32

24820102	NORTHPOINTE SATELLITE OFFICE
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500	SALARY	337,744.42	
510	BENEFITS	229,216.35	
520	MATERIALS AND SUPPLIES	16,900.00	
530	SERVICES AND CHARGES	86,600.00	
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00	690,460.77

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25222203	COMMON PLEAS SPECIAL PROJECTS
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		FEES AND CHARGES FOR	
420	SERVICES		17,950.00
	MISCELLANEOUS		
470	REVENUE		50.00
			18,000.00
	520 MATERIALS AND SUPPLIES		15,000.00
	530 SERVICES AND CHARGES		10,000.00
	CAPITAL OUTLAY &		
540	EQUIPMENT		15,000.00
			40,000.00

25422301	CBCG INTENSIVE SUPERVISION
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		450 INTERGOVERNMENTAL	135,732.00
			135,732.00
	500 SALARY		99,091.79
	510 BENEFITS		35,774.32
530	SERVICES AND CHARGES		480.00
			135,346.11

25422302	CBCG ELECTRONIC MONITORING
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		450 INTERGOVERNMENTAL	30,000.00
			30,000.00
	500 SALARY		22,349.19
510	BENEFITS		7,039.80
			29,388.99

25422308	COMM NON-RESIDENTIAL PROGRAM
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		450 INTERGOVERNMENTAL	20,000.00
			20,000.00
	500 SALARY		14,730.15
510	BENEFITS		4,605.07
			19,335.22

25422311	PRE SENTENCE INVESTIGATION
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450	INTERGOVERNMENTAL	95,000.00
		<u>95,000.00</u>
500	SALARY	63,812.29
510	BENEFITS	30,186.72
530	SERVICES AND CHARGES	480.00
		<u>94,479.01</u>

25522309	DRUG COURT DOCKET
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450	INTERGOVERNMENTAL	68,898.62
460	INTERFUND REVENUE	18,245.21
		<u>87,143.83</u>
500	SALARY	59,754.86
510	BENEFITS	9,829.68
520	MATERIALS AND SUPPLIES	4,250.00
530	SERVICES AND CHARGES	1,480.00
		<u>75,314.54</u>

25622303	INTENSIVE SUPERVISION
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420	FEES AND CHARGES FOR SERVICES	95,000.00
		<u>95,000.00</u>
520	MATERIALS AND SUPPLIES	77,700.00
530	SERVICES AND CHARGES	53,200.00
		<u>130,900.00</u>

25722304	INT SUPERVISION PROBATION
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420	FEES AND CHARGES FOR SERVICES	35,000.00
		<u>35,000.00</u>
530	SERVICES AND CHARGES	50,000.00
		<u>50,000.00</u>

25922307	MENTAL HEALTH DOCKET
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450	INTERGOVERNMENTAL	79,854.55
460	INTERFUND REVENUE	8,087.90
		<u>87,942.45</u>

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	500	SALARY	43,276.48
	510	BENEFITS	14,762.98
	520	MATERIALS AND SUPPLIES	4,750.00
	530	SERVICES AND CHARGES	<u>2,480.00</u>
			65,269.46
26026203		JUVENILE COURT DATA FUND	
	420	FEES AND CHARGES FOR SERVICES	<u>6,500.00</u>
			6,500.00
	520	MATERIALS AND SUPPLIES	12,000.00
	530	SERVICES AND CHARGES	<u>6,000.00</u>
			18,000.00
26126301		INDIGENT GUARDIAN	
	420	FEES AND CHARGES FOR SERVICES	<u>16,000.00</u>
			16,000.00
	530	SERVICES AND CHARGES	<u>16,000.00</u>
			16,000.00
26226206		SPECIALIZED COURT DOCKET	
	450	INTERGOVERNMENTAL	<u>5,300.00</u>
			5,300.00
	500	SALARY	9,186.00
	510	BENEFITS	<u>2,848.86</u>
			12,034.86
26426303		PROBATION FUND	
	470	MISCELLANEOUS REVENUE	<u>4,000.00</u>
			4,000.00
	520	MATERIALS AND SUPPLIES	10,000.00
	530	SERVICES AND CHARGES	<u>5,000.00</u>
			15,000.00
26626205		FAMILY DRUG COURT	

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450	INTERGOVERNMENTAL	<u>51,716.00</u>
		51,716.00
500	SALARY	33,779.00
510	BENEFITS	<u>16,799.21</u>
		50,578.21

26726323	JUV CARE & CUSTODY RECLAIM
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450	INTERGOVERNMENTAL	<u>245,357.00</u>
		245,357.00
500	SALARY	333,834.00
510	BENEFITS	<u>186,837.69</u>
		520,671.69

26726324	YOUTH SERVICE / DIVERSION
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450	INTERGOVERNMENTAL	<u>390,000.00</u>
		390,000.00
500	SALARY	152,514.00
510	BENEFITS	<u>92,960.55</u>
		245,474.55

26926308	INDIGENT DRIVER ALCOHOL TREAT
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450	INTERGOVERNMENTAL	<u>100.00</u>
		100.00
530	SERVICES AND CHARGES	<u>8,000.00</u>
		8,000.00

27126310	JUVENILE ACCT INCENTIVE GRANT
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420	FEES AND CHARGES FOR SERVICES	<u>4,260.00</u>
		4,260.00
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	<u>2,000.00</u>
		7,000.00

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27426313	CRIME VICTIMS GRANT
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450	INTERGOVERNMENTAL	84,231.72
		84,231.72
500	SALARY	46,716.00
510	BENEFITS	25,913.20
530	SERVICES AND CHARGES	20,500.00
		93,129.20

27426314	CRIME VICTIMS CASA
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450	INTERGOVERNMENTAL	238,321.20
		238,321.20
500	SALARY	128,035.00
510	BENEFITS	81,289.76
530	SERVICES AND CHARGES	25,600.00
		234,924.76

27526315	STATE VICTIM ASST GRANT
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450	INTERGOVERNMENTAL	24,070.00
		24,070.00
500	SALARY	15,352.00
510	BENEFITS	8,836.29
		24,188.29

27626316	JUVENILE COURT SPECIAL PROJECT
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420	FEES AND CHARGES FOR SERVICES	10,000.00
		10,000.00
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	40,000.00
		50,000.00

27729209	INDIGENT DRIVERS MONITORING
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450	INTERGOVERNMENTAL	250.00
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		250.00
27826325	JUVENILE COURT OTHER PROJECTS	
	420 FEES AND CHARGES FOR SERVICES	13,170.00
		13,170.00
	520 MATERIALS AND SUPPLIES	2,500.00
	530 SERVICES AND CHARGES	33,000.00
		35,500.00
28027204	PROBATE COURT DATA FUND	
	420 FEES AND CHARGES FOR SERVICES	15,000.00
		15,000.00
	520 MATERIALS AND SUPPLIES	20,000.00
	530 SERVICES AND CHARGES	30,000.00
		50,000.00
28129204	COMMON PLEAS DATA FUND	
	420 FEES AND CHARGES FOR SERVICES	50,000.00
	470 MISCELLANEOUS REVENUE	1,000.00
		51,000.00
	520 MATERIALS AND SUPPLIES	12,000.00
	530 SERVICES AND CHARGES	62,700.00
		74,700.00
28229205	LEGAL RESEARCH	
	420 FEES AND CHARGES FOR SERVICES	9,900.00
	470 MISCELLANEOUS REVENUE	100.00
		10,000.00
	520 MATERIALS AND SUPPLIES	20,000.00
	530 SERVICES AND CHARGES	20,000.00
		40,000.00
28631323	LEAP FORWARD 2016	
	450 INTERGOVERNMENTAL	107,025.00
	460 INTERFUND REVENUE	

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		35,675.00
		142,700.00
500	SALARY	20,000.00
520	MATERIALS AND SUPPLIES	14,500.00
530	SERVICES AND CHARGES	58,200.00
540	CAPITAL OUTLAY & EQUIPMENT	50,000.00
		142,700.00
28631338 LEAP FORWARD GRANT 2015		
450	INTERGOVERNMENTAL	133,349.42
460	INTERFUND REVENUE MISCELLANEOUS	21,187.90
470	REVENUE	24,385.80
		178,923.12
500	SALARY	29,038.68
520	MATERIALS AND SUPPLIES	7,200.00
530	SERVICES AND CHARGES	60,930.42
540	CAPITAL OUTLAY & EQUIPMENT	10,800.00
		107,969.10
28831313 ROAD AND BRIDGE FINES		
440	FINES AND FORFEITURES	35,000.00
450	INTERGOVERNMENTAL	3,000.00
		38,000.00
500	SALARY	25,951.12
510	BENEFITS	5,332.96
530	SERVICES AND CHARGES	2,000.00
		33,284.08
28931314 DRUG ENFORCEMENT & EDUCATION		
440	FINES AND FORFEITURES	3,000.00
		3,000.00
530	SERVICES AND CHARGES	10,000.00
		10,000.00

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29031318	CONCEALED HANDGUN	
	430	LICENSES AND PERMITS <u>135,000.00</u>
		135,000.00
	500	SALARY 54,102.80
	510	BENEFITS 34,404.91
	520	MATERIALS AND SUPPLIES 15,000.00
	530	SERVICES AND CHARGES 95,850.00
	540	CAPITAL OUTLAY & EQUIPMENT <u>15,000.00</u>
		214,357.71
29131321	LAW ENFORCEMENT CPT	
	420	FEEES AND CHARGES FOR SERVICES <u>21,120.00</u>
		21,120.00
	530	SERVICES AND CHARGES <u>21,120.00</u>
		21,120.00
29240001	MOTOR AND GAS FUND	
	420	FEEES AND CHARGES FOR SERVICES 1,405,000.00
	430	LICENSES AND PERMITS 145,000.00
	450	INTERGOVERNMENTAL <u>7,550,000.00</u>
		9,100,000.00
	500	SALARY 4,222,170.75
	510	BENEFITS 2,098,707.71
	520	MATERIALS AND SUPPLIES 1,554,510.00
	530	SERVICES AND CHARGES 1,829,410.00
	540	CAPITAL OUTLAY & EQUIPMENT <u>11,903,000.00</u>
		21,607,798.46
29440431	S OLD STATE RD IMPROVEMENT	
	450	INTERGOVERNMENTAL <u>3,986,186.00</u>
		3,986,186.00
	540	CAPITAL OUTLAY & EQUIPMENT <u>2,000,000.00</u>
		2,000,000.00

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29440435	BIG WALNUT INTERCHANGE
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	450	INTERGOVERNMENTAL	590,000.00
			590,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	550,000.00
			550,000.00

29440437	SUNBURY ROAD IMPROVEMENTS
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	450	INTERGOVERNMENTAL	2,317,000.00
			2,317,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	2,200,000.00
			2,200,000.00

29440440	LEWIS CTR BALE KENYON PID96812
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	450	INTERGOVERNMENTAL	1,800,000.00
			1,800,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	1,800,000.00
			1,800,000.00

29552501	DEVELOPMENTAL DISABILITIES
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	410	TAXES	15,809,637.00
	420	FEES AND CHARGES FOR SERVICES	640,091.00
	450	INTERGOVERNMENTAL	4,398,723.00
	470	MISCELLANEOUS REVENUE	355,086.00
	480	OTHER FINANCING SOURCES	500.00
			21,204,037.00
	500	SALARY	5,055,000.00
	510	BENEFITS	2,220,000.00
	520	MATERIALS AND SUPPLIES	154,580.00
	530	SERVICES AND CHARGES	1,351,457.00
	540	CAPITAL OUTLAY & EQUIPMENT	475,000.00
	560	GRANTS IN AID	101,000.00

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		9,357,037.00
29552502	DEVEL DISABILITY INDIV PROGRAM	
	530 SERVICES AND CHARGES	11,697,000.00
		11,697,000.00
29911190	AG SOCIETY EXCISE TAX	
	410 TAXES	1,800,000.00
		1,800,000.00
	530 SERVICES AND CHARGES	1,800,000.00
		1,800,000.00
40111402	PERMANENT IMPROVEMENT ADMIN	
	410 TAXES	618,784.00
	450 INTERGOVERNMENTAL	72,000.00
		690,784.00
	520 MATERIALS AND SUPPLIES	37,000.00
	530 SERVICES AND CHARGES	249,600.00
	540 CAPITAL OUTLAY & EQUIPMENT	608,500.00
		895,100.00
40311409	DRAINAGE IMPROVEMENT	
	470 MISCELLANEOUS REVENUE	2,000.00
		2,000.00
	530 SERVICES AND CHARGES	2,000.00
		2,000.00
40411414	COURTS BUILDING	
	460 INTERFUND REVENUE	3,000,000.00
		3,000,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	25,252,700.00
		25,252,700.00
40940438	WORTHINGTON BIG WALNUT INT	

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	450	INTERGOVERNMENTAL	490,000.00
			490,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	490,000.00
			490,000.00
40940441	LIBERTY & JEWETT IMPROV OPWC		
	450	INTERGOVERNMENTAL	495,000.00
			495,000.00
	540	CAPITAL OUTLAY & EQUIPMENT	495,000.00
			495,000.00
41711436	CAPITAL ACQUISITION & PROJECT		
	460	INTERFUND REVENUE	1,190,400.00
			1,190,400.00
	540	CAPITAL OUTLAY & EQUIPMENT	1,190,400.00
			1,190,400.00
48040480	2007 CO SALES TAX SAWMILL PROJ		
	540	CAPITAL OUTLAY & EQUIPMENT	3,000,000.00
			3,000,000.00
50111117	BOND RETIREMENT DEBT SERVICE		
	460	INTERFUND REVENUE	4,261,475.00
			4,261,475.00
	570	DEBT SERVICE	4,261,475.00
			4,261,475.00
50211119	BOND RETIREMENT CFOA		
	410	TAXES	878,200.00
	450	INTERGOVERNMENTAL	108,000.00
			986,200.00
	530	SERVICES AND CHARGES	19,000.00

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	570 DEBT SERVICE	885,700.00
		904,700.00

50411121	BR RD IMP US23 LEWIS CENTER RD
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	410 TAXES	176,679.00
		176,679.00
	530 SERVICES AND CHARGES	4,000.00
	570 DEBT SERVICE	172,679.00
		176,679.00

50811125	BR SAWMILL PKWY EXT TIF
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	410 TAXES	163,429.00
		163,429.00
	530 SERVICES AND CHARGES	4,000.00
	570 DEBT SERVICE	159,429.00
		163,429.00

50911126	BR OLENTANGY CROSSINGS TIF
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	410 TAXES	105,950.00
		105,950.00
	530 SERVICES AND CHARGES	2,500.00
	570 DEBT SERVICE	103,450.00
		105,950.00

51511132	BR DI SHEETS #318
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	410 TAXES	1,933.00
		1,933.00
	530 SERVICES AND CHARGES	70.00
	570 DEBT SERVICE	1,863.00
		1,933.00

51611133	BR DI BROOKVIEW
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	410 TAXES	5,308.00
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		5,308.00
	530 SERVICES AND CHARGES	200.00
	570 DEBT SERVICE	5,108.00
		5,308.00
51711134	BR DI MCNAMARA	
	410 TAXES	5,532.00
		5,532.00
	530 SERVICES AND CHARGES	150.00
	570 DEBT SERVICE	5,382.00
		5,532.00
51911136	BR O'BRIEN DITCH	
	410 TAXES	2,267.00
		2,267.00
	530 SERVICES AND CHARGES	60.00
	570 DEBT SERVICE	2,207.00
		2,267.00
52011138	BR DI SCOTT/DUTCHER	
	410 TAXES	8,636.00
		8,636.00
	530 SERVICES AND CHARGES	250.00
	570 DEBT SERVICE	8,386.00
		8,636.00
52111140	BR DI MIDWAY GARDENS	
	410 TAXES	13,615.00
		13,615.00
	530 SERVICES AND CHARGES	300.00
	570 DEBT SERVICE	11,998.00
		12,298.00
52211141	BR DI CHADWICK	
	410 TAXES	

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		28,654.00
		<u>28,654.00</u>
	530 SERVICES AND CHARGES	515.00
	570 DEBT SERVICE	<u>25,617.00</u>
		26,132.00
52311142 BR DI HARDIN		
	410 TAXES	<u>8,607.00</u>
		8,607.00
	530 SERVICES AND CHARGES	175.00
	570 DEBT SERVICE	<u>8,432.00</u>
		8,607.00
52411143 BR DI ROOF		
	410 TAXES	<u>13,836.00</u>
		13,836.00
	530 SERVICES AND CHARGES	280.00
	570 DEBT SERVICE	<u>13,556.00</u>
		13,836.00
58011181 2007 CO SALES TAX SAWMILL BOND		
	460 INTERFUND REVENUE	<u>2,098,412.50</u>
		2,098,412.50
	570 DEBT SERVICE	<u>2,098,412.50</u>
		2,098,412.50
60111901 PROPERTY & CASUALTY INSURANCE		
	460 INTERFUND REVENUE	450,000.00
	470 MISCELLANEOUS REVENUE	<u>240,000.00</u>
		690,000.00
	500 SALARY	35,121.00
	510 BENEFITS	15,817.00
	520 MATERIALS AND SUPPLIES	1,000.00

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530	SERVICES AND CHARGES	1,122,300.00
		1,174,238.00

60211902	EMPLOYEE BENEFITS
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	FEES AND CHARGES FOR	
420	SERVICES	14,076,000.00
	MISCELLANEOUS	
470	REVENUE	2,600,000.00
		16,676,000.00
500	SALARY	35,121.00
510	BENEFITS	15,816.10
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	16,933,100.00
		16,986,037.10

60211924	EMPLOYEE WELLNESS PROGRAM
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	FEES AND CHARGES FOR	
420	SERVICES	15,000.00
		15,000.00
520	MATERIALS AND SUPPLIES	11,000.00
530	SERVICES AND CHARGES	5,000.00
		16,000.00

61311923	SELF INSURED WORKERS COMP
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	FEES AND CHARGES FOR	
420	SERVICES	592,200.00
		592,200.00
500	SALARY	59,028.00
510	BENEFITS	29,791.91
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	523,500.00
		613,319.91

66211901	SEWER REVENUE FUND
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500	SALARY	1,655,000.00
510	BENEFITS	662,000.00
520	MATERIALS AND SUPPLIES	252,200.00
530	SERVICES AND CHARGES	

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		883,550.00
540	CAPITAL OUTLAY & EQUIPMENT	497,000.00
580	TRANSFERS	<u>428,900.00</u>
		4,378,650.00

66211902	SRF SANITARY ENGINEER
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420	FEEES AND CHARGES FOR SERVICES	1,021,796.00
430	LICENSES AND PERMITS	<u>1,196.00</u>
		1,022,992.00
520	MATERIALS AND SUPPLIES	35,600.00
530	SERVICES AND CHARGES	175,515.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>30,000.00</u>
		241,115.00

66211903	SRF OECC
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410	TAXES	220,000.00
420	FEEES AND CHARGES FOR SERVICES	<u>8,840,000.00</u>
		9,060,000.00
520	MATERIALS AND SUPPLIES	513,450.00
530	SERVICES AND CHARGES	1,119,540.00
540	CAPITAL OUTLAY & EQUIPMENT	440,000.00
580	TRANSFERS	<u>9,646,208.40</u>
		11,719,198.40

66211904	SRF ACWRF
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410	TAXES	240,000.00
420	FEEES AND CHARGES FOR SERVICES	<u>10,840,000.00</u>
		11,080,000.00
520	MATERIALS AND SUPPLIES	451,000.00
530	SERVICES AND CHARGES	1,365,550.00
540	CAPITAL OUTLAY & EQUIPMENT	287,500.00
580	TRANSFERS	<u>9,414,409.61</u>
		11,518,459.61

66211905	SRF LSWRF
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	420	FEEES AND CHARGES FOR SERVICES	377,010.00
			377,010.00
	520	MATERIALS AND SUPPLIES	13,600.00
	530	SERVICES AND CHARGES	156,650.00
			170,250.00
66211906 SRF TARTAN FIELD			
	410	TAXES	4,000.00
	420	FEEES AND CHARGES FOR SERVICES	230,000.00
			234,000.00
	520	MATERIALS AND SUPPLIES	46,900.00
	530	SERVICES AND CHARGES	65,900.00
	540	CAPITAL OUTLAY & EQUIPMENT	50,000.00
			162,800.00
66211907 SRF SCIOTO RESERVE			
	410	TAXES	20,000.00
	420	FEEES AND CHARGES FOR SERVICES	650,000.00
			670,000.00
	520	MATERIALS AND SUPPLIES	39,480.00
	530	SERVICES AND CHARGES	106,623.75
			146,103.75
66211908 SRF BENT TREE			
	420	FEEES AND CHARGES FOR SERVICES	25,000.00
			25,000.00
	520	MATERIALS AND SUPPLIES	3,600.00
	530	SERVICES AND CHARGES	5,250.00
	540	CAPITAL OUTLAY & EQUIPMENT	15,000.00
			23,850.00
66211909 SRF HOOVER WDS			
	410	TAXES	400.00
	420	FEEES AND CHARGES FOR SERVICES	40,000.00

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		40,400.00
	520 MATERIALS AND SUPPLIES	2,000.00
	530 SERVICES AND CHARGES	<u>9,400.00</u>
		11,400.00
66211910	SRF SCIOTO HILLS	
	410 TAXES	800.00
	420 FEES AND CHARGES FOR SERVICES	<u>60,000.00</u>
		60,800.00
	520 MATERIALS AND SUPPLIES	6,500.00
	530 SERVICES AND CHARGES	<u>27,700.00</u>
		34,200.00
66211911	SRF NORTHSTAR	
	410 TAXES	300.00
	420 FEES AND CHARGES FOR SERVICES	<u>50,000.00</u>
		50,300.00
	520 MATERIALS AND SUPPLIES	50,200.00
	530 SERVICES AND CHARGES	<u>74,300.75</u>
		124,500.75
66211920	SEWER DISTRICT ADMIN	
	500 SALARY	2,040,000.00
	510 BENEFITS	<u>1,105,000.00</u>
		3,145,000.00
66311901	BOND SERVICE FUND	
	460 INTERFUND REVENUE	<u>3,746,926.01</u>
		3,746,926.01
	570 DEBT SERVICE	<u>3,863,312.50</u>
		3,863,312.50
66611901	UTILITY RESERVE FUND	
	460 INTERFUND REVENUE	<u>9,977,164.00</u>

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		9,977,164.00
66611903	URF OECC	
	530 SERVICES AND CHARGES	250,000.00
		250,000.00
66611904	URF ACWRF	
	530 SERVICES AND CHARGES	200,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	1,000,000.00
		1,200,000.00
66611906	URF TARTAN FIELD	
	530 SERVICES AND CHARGES	100,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	150,000.00
		250,000.00
66611907	URF SCIOTO RESERVE	
	530 SERVICES AND CHARGES	100,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	250,000.00
		350,000.00
66711901	CONSTRUCTION FUND	
	530 SERVICES AND CHARGES	430,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	6,500,000.00
		6,930,000.00
66711902	CAPITAL	
	460 INTERFUND REVENUE	5,765,428.00
		5,765,428.00
66711904	CENTRAL ALUM CREEK PROJECT	
	540 CAPITAL OUTLAY & EQUIPMENT	1,000,000.00
		1,000,000.00
66711908	LIBERTY SAWMILL SEWER EXT	
	530 SERVICES AND CHARGES	125,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	5,000,000.00

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		5,125,000.00
66711913	LEATHERLIPS AREA IMPROVEMENTS	
	540 CAPITAL OUTLAY & EQUIPMENT	100,000.00
		100,000.00
66711914	CHESHIRE PUMP STATION UPGRADE	
	530 SERVICES AND CHARGES	150,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	350,000.00
		500,000.00
66711915	BERKSHIRE TWP PUMP STATION	
	530 SERVICES AND CHARGES	250,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	30,000.00
		280,000.00
66711916	PEACHBLOW PUMPST/SEWER UPGRADE	
	530 SERVICES AND CHARGES	75,000.00
	540 CAPITAL OUTLAY & EQUIPMENT	150,000.00
		225,000.00
66711917	LOWER ALUM CRK RELIEF PUMP ST	
	530 SERVICES AND CHARGES	301,500.00
		301,500.00
68011916	SOLID WASTE	
	420 FEES AND CHARGES FOR SERVICES	190,000.00
		190,000.00
	500 SALARY	30,500.00
	510 BENEFITS	7,400.00
	520 MATERIALS AND SUPPLIES	10,000.00
	530 SERVICES AND CHARGES	102,300.00
	540 CAPITAL OUTLAY & EQUIPMENT	110,000.00
		260,200.00

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69340407	STORMWATER PHASE II
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	FEES AND CHARGES FOR	
420	SERVICES	240,000.00
430	LICENSES AND PERMITS	135,000.00
		375,000.00
500	SALARY	262,270.69
510	BENEFITS	143,395.30
520	MATERIALS AND SUPPLIES	4,840.00
530	SERVICES AND CHARGES	60,700.00
		471,205.99

70161603	FCFC GENERAL
-----------------	---------------------

	INTERGOVERNMENTAL	
450	MISCELLANEOUS	15,750.00
470	REVENUE	25,000.00
		40,750.00
500	SALARY	29,004.72
510	BENEFITS	5,061.32
520	MATERIALS AND SUPPLIES	1,500.00
530	SERVICES AND CHARGES	28,835.00
		64,401.04

70161605	FCF SYSTEM OF CARE
-----------------	---------------------------

	INTERGOVERNMENTAL	
450		22,751.00
		22,751.00
530	SERVICES AND CHARGES	32,751.00
		32,751.00

70161606	HELP ME GROW GENERAL REVENUE
-----------------	-------------------------------------

	INTERGOVERNMENTAL	
450		635,375.72
		635,375.72
500	SALARY	9,668.24
510	BENEFITS	1,687.10
530	SERVICES AND CHARGES	630,313.84

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641,669.18

77212105	REINBERGER FELLOWSHIP FUND
-----------------	-----------------------------------

420	FEES AND CHARGES FOR SERVICES	40,000.00
		40,000.00
500	SALARY	29,608.71
510	BENEFITS	10,391.29
		40,000.00

77531339	ARSON REGISTRY FUND
-----------------	----------------------------

420	FEES AND CHARGES FOR SERVICES	100.00
		100.00

77531341	SEXUAL OFFENDER REGISTRY
-----------------	---------------------------------

420	FEES AND CHARGES FOR SERVICES	750.00
		750.00

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Kudos to Si Kille for his hard work with the budget. Thank you to the directors and commissioners for their part in the process.

-Columbus Foundation has awarded the Dog Shelter \$16,000 to further treat dogs

27

COMMISSIONERS' COMMITTEES REPORTS

-Commissioner Benton and I were sworn in this morning for the new terms. Delaware County is a wonderful county.

-Merry Christmas!

Commissioner Benton

-It is an honor and privilege to serve Delaware County

-MORPC will have a presentation today at 11:00 AM

-Merry Christmas!

Commissioner Lewis

-Merry Christmas!

28

RESOLUTION NO. 16-1322

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:07 AM.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

RESOLUTION NO. 16-1323

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:10 AM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

29

RESOLUTION NO. 16-1324

IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY JOB AND FAMILY SERVICES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

**NEGOTIATED AGREEMENT BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL 8 AND LOCAL 3072
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

SERB Case No. 2016-MED-09-0960

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PREAMBLE

This Agreement, entered into between the Board of County Commissioners (the "Board") and the Director of the Department of Job and Family Services (the "Director") of Delaware County (when referred to jointly, the "Employer")

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and Ohio Council 8 and Local 3072, American Federation of State, County and Municipal Employees (the "Union"). "Employer" and "Union" shall include all agents and representatives of the Employer or Union, as the case may be. When used in this Agreement the term "Department" shall mean the Delaware County DJFS and the term "County" shall mean the Delaware County Board of County Commissioners.

**ARTICLE 1
RECOGNITION**

1.1 Sole and Exclusive Representative. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in Section 1.2 below.

1.2 Bargaining Unit. The bargaining unit shall include: All full-time and regular part-time employees of the Delaware County Department of Job and Family Services, including Account Clerk 2; Clerical Specialist; Employment Services Counselor; Employment Services Representative; Fiscal Specialist; Income Maintenance Case Control Reviewer/Trainer; Income Maintenance Worker 3; Investigator/Fraud 2; Social Services Case Control Reviewer/Trainer, Social Services Case Worker 2; Social Service Worker 1; Social Service Worker 2; Social Service Worker 3, Site Trainer Client Transportation; and Income Maintenance Support Worker/Screeners.

Excluded from the bargaining unit are all management-level, confidential, supervisory and professional employees as defined in the Act; all seasonal and casual (intermittent) employees as determined by the State Employment Relations Board; including, Accountant 3/Fiscal Supervisor; Administrative Assistant; Children's Services Administrator; Social Service Supervisor; Assistant Director; Training and Development Officer, Contract Monitor/Evaluator; Performance Analyst; Eligibility Referral Supervisor; County Job and Family Services Director.

Should the Employer create a new position, the parties will meet within ten (10) days to discuss inclusion or exclusion of the newly created position from the bargaining unit. If the parties fail to reach an agreement on the position, either party may file a unit clarification petition with the State Employment Relations Board for a final determination.

1.3 New Positions, Wage Rates. If the parties agree that the newly created position should be included in the bargaining unit, or if SERB determines the newly created position is included in the bargaining unit, the parties shall meet to negotiate the rate of pay.

If the parties are unable to reach agreement on the rate of pay for a newly created classification, the Employer may implement its last offer on the wage rate pending contract negotiations.

**ARTICLE 2
MANAGEMENT RIGHTS**

2.1 Management Rights. Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to:

- determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure;
- determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work;
- establish and change work hours, work schedules and assignments;
- hire, assign, direct, supervise and evaluate employees;
- issue, modify and implement Work rules for employees;
- maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted;
- suspend, discipline, demote, or discharge employees for just cause;
- lay off, transfer, promote, or retain employees;
- determine the size, composition and adequacy of the work force;
- establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit;
- effectively manage the work force;
- determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- establish or amend job descriptions of personnel within the bargaining unit;
- determine overtime and the amount of overtime required;
- maintain the security of records and other pertinent information;
- take actions to carry out the mission of the Employer; and
- exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement..

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2.2 Residual Rights. The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article 2 without prior negotiation with or agreement of the Union.

2.3 EEOC, OCRC and ADA. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act including EEOC, OCRC and court interpretations of the Act. If a reasonable accommodation for an employee is requested or required, the Employer and the Union may meet to discuss the impact on the bargaining unit and this Agreement. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services provided and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge.

**ARTICLE 3
GRIEVANCE PROCEDURE**

3.1 Definitions and Terms. The following definitions and terms apply to this Article:

- (1) A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.

Content of grievance. The written grievance shall be signed by the aggrieved employee and state the following information with clearness: the exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this Agreement claimed to be violated, and the remedy sought.

- (2) Failure to advance. If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered permanently waived.
- (3) Automatic advance. If a supervisor or other Employer representative fails to hold a meeting or to respond to a grievance by the stated deadline, the grievance is automatically advanced to the next step.
- (4) Representation. An employee may be accompanied at any stage of the grievance procedure by a representative of his or her choice.
- (5) Employee pursuit of grievance. An employee may present grievances and have them adjusted without the intervention of the Union. An employee who chooses not to have Union representation in the grievance procedure shall sign a waiver to this affect. An employee, who signs such a waiver, may rescind the waiver at any time.
- (6) "Days" shall mean calendar days. If the last day for filing or advancing a grievance is a holiday the filing or advance of a grievance will be due the next Department work day. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.
- (7) Extension. The parties may mutually agree to an extension of any of the deadlines in this Article.
- (8) Grievant, Group Grievance. A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group.
- (9) Discipline grievances. Any grievance of any disciplinary action taken by the Employer shall be filed in writing as specified in Step 2 within seven (7) calendar days of the effective date or service of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.
- (10) Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

3.2 Grievance and Arbitration Steps. The following procedure will be used in processing a grievance:

Step 1: Supervisor/Informal step. The employee aggrieved may first attempt to settle the matter by conference with his or her immediate supervisor.

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Step 2: Assistant Director/written grievance. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, or the aggrieved employee chooses not to exercise the option provided in Step 1, the grievance shall be reduced to writing and filed with the employee's Assistant Director, or designee in the absence of the Assistant Director, on a form to be provided by the Union, within seven (7) calendar days after the employee knew or should have known the matter complained of has occurred.

The Assistant Director shall give his or her answer in writing within seven (7) calendar days of the filing of the grievance.

Step 3: Director. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Director, or designee, by filing a written appeal of the grievance within seven (7) calendar days of the employee's receipt of the Assistant Director's response. The Director or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within seven (7) calendar days of the submission of the notice of appeal. In addition to the representative referred to in Section 3.1(4) of this Article, a staff representative from Ohio Council 8 is entitled to be at the Step 3 meeting if the grievant so requests. The Director or designee shall make a written response to the appeal within fourteen (14) calendar days of the meeting. Such written response shall include the Director's, or designee's rationale for making the determination.

Step 3.5: Voluntary Mediation. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to the procedures mutually agreed to in writing in advance of the mediation process. The Union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration. Mediation is not required for the Union to advance a grievance to arbitration.

Step 4: Arbitration. Notice to arbitrate, selection, hearing, issues. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate, which must be received by the Director or her designee within fourteen (14) calendar days of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: within thirty (30) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. Each party shall have the right to reject one list. The parties may mutually agree to strike lists. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place.

- a. Issue for Arbitrator. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts, except discipline. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his or her award in writing.
- b. Authority of arbitrator. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently/ existing Agreement between the parties hereto. The arbitrator's/decision shall be final and binding on all parties.
- c. Limits on authority of arbitrator. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement and only when the contract language is not clear. Past practices are defined as practices occurring prior to the effective date of this contract. The arbitrator shall expressly confine himself or herself to the precise issue(s) not so submitted to the arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have the power to modify remedies issued under the discipline procedure. Awards will be implemented as soon as possible, but in no event later than 60 calendar days following receipt of the arbitrator's award unless one of the parties files an action to vacate the arbitrator's award.
- d. Exclusive procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is understood and agreed that a decision at any level of the grievance

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procedure that is mutually acceptable to the Union and the Employer shall be final and binding upon the grievant, the Union and the Employer. Nothing in this Article restricts or limits an employee's rights as guaranteed by the EEOC/OCRC.

- e. **Costs.** The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.
- f. **Exchange of witness and document lists.** Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.
- g. **Attendance at hearings.** The Local Union President, or designee, and any employee witnesses shall be able to attend arbitration hearings at no loss of pay or benefits. Employee witnesses will be called to the arbitration hearing when it is time for their testimony.
- h. **Local President.** The Local Union President may be present for the entire hearing if operational needs permit. If operational needs preclude the Local Union President's attendance, a designee shall be permitted to attend the arbitration hearing.

ARTICLE 4

NO STRIKES/NO LOCKOUT

4.1 No Strikes. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which County services are being performed, during the life of this Agreement. It is the responsibility of the Employer to provide safe entrance through strike activity to the place of employment. If the Employer cannot so provide such safe entrance, the employee will not be required to report for work. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

4.2 Discipline. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such activity and that disciplinary action including discharge taken by the Employer shall be without recourse.

4.3 No Lockouts. The Employer will not lock out the employees during the life of this contract.

ARTICLE 5

HOURS OF WORK AND OVERTIME

5.1 Hours of Work. This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for bargaining unit employees will be arranged by the Employer so the normal scheduled workweek is 40 hours work per week, exclusive of the unpaid lunch period. This schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The normal but not guaranteed workweek will consist of five (5) consecutive work days. There will be two fifteen-minute breaks. For purposes of computations under this Article, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

5.2 Overtime and Compensatory Time. The Employer necessarily retains the right to require employees to work more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines that needs may require. However, each employee will be paid, either in wages or in compensatory time, at the rate of one and one-half times his or her regular straight-time hourly rate for all authorized hours worked in excess of forty (40) hours in any one workweek. The employee may elect, subject to Employer approval, that the employee receive comp-time in lieu of overtime pay. Authorization for overtime must be in writing on a form provided by the Employer and a copy of the supervisor's determination will be provided to the employee.

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All hours in active pay status other than sick leave, comp-time, and personal leave shall be compensated in calculating overtime and compensatory time entitlement.

Employees may not work overtime unless approved by management.

5.3 Compensatory Time Request. Employees shall request compensatory time in advance of actually working the overtime hours, except in emergency situations. Where it is impossible to request comp time in advance, a request shall be made on the next working day in which the employee reports to work. Comp time must be authorized by the appropriate supervisor or the Director. Comp time can be accumulated up to 120 hours and must be utilized within 180 days of the time it is earned or it shall be paid out to the employee. Comp time shall be scheduled at a mutually agreeable time.

5.4 Preapproval of Overtime. Employees may request to work overtime to meet the needs of a client, however all such requests must be pre-approved in writing by their immediate supervisor. If the supervisor is not available, the employee may contact the supervisor by phone. If this is not possible they should contact the next level of supervision.

5.5 Flex Time. Employees who work overtime to meet the needs of the client, may request or the Employer may flex out the time in the same work week. When flex time is requested the supervisor will review the calendar and discuss with the employee if there is a time during the work week that they could flex. If flex time is not possible, the employee will either request comp time or be paid overtime.

5.6 Recording Work Hours. An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Employer. Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others may result in discipline.

ARTICLE 6

DISCIPLINE/DISCHARGE AND ATTENDANCE

6.1 Discipline. Non-probationary employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Non-probationary employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or rules or policies hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement.

6.2 Attendance. Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

An employee who is absent for a scheduled workday without leave is subject to disciplinary action, up to and including termination. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular policy on absences without leave. If the Director determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he/she may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including discharge.

6.3 Examples of Discipline, Retention of Discipline Records. Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) suspension with or without pay, and (4) reduction in pay and/or position, and (5) discharge. If a suspension or discharge is involved, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. The Employer reserves the right to assess discipline for a particular action, including immediate termination, if the conduct of the employee so warrants. Retention of discipline records shall be subject to the County Policy.

6.4 Pre-discipline Process. Before imposing a reduction in pay and/or position, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The employee or his representative may respond to the charges. The employee may waive the right to such conference by giving written, signed, dated notice to the Director/designee of his intention to do so. The conference will be scheduled as promptly as possible, provided the employee is given 24 hours notice (which may be waived by the employee). The Director or her designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days pending the conference provided for in this section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

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6.5 Serious Infractions. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel, or the uttering of threatening or abusive language to other Department or County employees, or to the public;
- d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
- e. Falsification of any county records or employment records;
- f. Fighting;
- g. Conduct endangering the safety of fellow employees or members of the public.
- h. Conduct that constitutes workplace violence, sexual harassment, or creates a hostile work environment.

6.6 Appeal of Discipline. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 3.

ARTICLE 7

PROBATIONARY EMPLOYEES

7.1 Probationary Period, New Hire. Newly hired full-time employees of the Department must complete a 365 calendar day probationary period. Newly hired part-time employees probationary period will be complete after they have 2080 hours in active pay status. The probationary period may be extended by mutual agreement.

7.2 Voluntary Reductions in Classification, Review Period. Employees transferring into a different position within the same classification or requesting or accepting a voluntary reduction in classification shall not be required to complete a probation period; however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement.

7.3 No Right to Grieve or Appeal. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or appealable under civil service laws.

7.4 Probationary Periods for Lateral Transfers and Promotion. Employees selected for a later transfer to a position in another classification with the same pay rate assignment or promoted to a classification with a higher pay rate assignment shall serve a 180 calendar day probationary period.

7.5 Probationary Reduction. A promoted employee is subject to being reduced or returned to his or her previous position and pay scale by the Employer at any time prior to the completion of their promotional probationary period. Employees selected for a position in another classification with the same pay range shall also be subject to being returned by the Employer to a position in their previous classification at any time prior to the completion of the probationary period. Employees in a promotional period may request, subject to approval by the Director, to be returned to an available vacant position in the classification from which they were promoted. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

ARTICLE 8

LAYOFF AND RECALL

8.1 Exclusive Procedure. The procedures of this Article supersede the procedures of O.R.C. 124.321 et seq. Layoffs shall be conducted solely in accordance with this Article.

8.2 Reasons for Layoff. Layoffs may be effectuated for the following reasons:

- 1) Lack of funds;
- 2) Lack of work; or
- 3) Abolishment of positions.

For purposes of this Article, lack of funds means there is a current or projected lack of funds within either the social services division, the income maintenance division, workforce development division or special programs resulting from lack of program funding. This Article in no way requires a transfer of monies from the County general fund.

A lack of work means a current or projected decrease in workload.

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Abolishment means the permanent deletion of a position or positions from the organization or structure of the Department due to lack of continued need for the position. Positions may be abolished as a result of reorganization for efficient operation, for reasons of economy, or for lack of work.

8.3 Determination of Classifications for Layoff. The Employer shall determine in which classifications the layoffs should occur and the number of employees to be laid off. All employees in the bargaining unit shall be placed on a seniority list by classification. The Employer will not use seasonal or temporary employees when regular employees are on a recall list for that classification.

8.4 Seniority. Seniority for purposes of this Article only shall be determined by the length of continuous, uninterrupted service with the Delaware County Department of Job and Family Services. Among those with the same length of continuous, uninterrupted service, seniority shall be determined by the following:

- a. The employee's first day on the job.
- b. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by a toss of the coin.

8.5 Layoff by Seniority and Qualifications. Employees in a classification selected for layoffs will be selected for retention or layoff on the basis of seniority as defined in this Article. The exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain in that classification. In that case the Employer shall retain the most senior employees that are qualified to fill the positions remaining after the layoff. The Employer shall determine whether an employee has the requisite qualifications for a position.

8.6 Bumping/Displacement. Following the procedures of this section, employees to be laid off shall be permitted to bump into bargaining unit classifications of the least senior employee (provided the laid off employee has greater seniority) subject to the following conditions. The employee to be laid off may only bump to a classification in the Department that: 1) the classification is at the same or lower pay grade; 2) the employee previously worked in that classification; 3) the employee successfully complete a 90 days probationary period and if not successful shall be laid off, with no right to grieve or appeal; 4) the employee may not displace if the employee does not possess the necessary certifications for the position; and 5) employees wishing to bump must provide written notice within five (5) calendar days of their receipt of the layoff notice. If the employee does not meet all the criteria the employee will be laid off.

In the event the Employer denies the displacement, based upon the above criteria, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

8.7 Bumping. The bumped employee(s) may then exercise this bumping procedure until a bumped employee is not able to bump another employee, then that bumped employee will be laid off.

8.8 Recall List. Laid-off employees shall remain on a recall list for twenty-four months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. The employee is responsible for maintaining a current address with the Employer. If the Employer has not received the employee's written acceptance of the offer of recall within seven (7) calendar days of receipt of the letter, or the employee declines the reinstatement, the offer shall lapse and the employee shall be removed from the seniority and recall lists.

Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall be required to complete the probationary period for the position from which they were laid off.

8.9 Classifications. For purposes of this Article, classifications shall be identical to those set forth in Union Recognition, Article 1.

8.10 Notice to Union. The Employer will give the Union 21 calendar day advance notice of layoffs if at all possible. If possible, employees will be given at least two weeks' notice of any layoffs. The Employer, upon request from the Union, will attend a meeting with representatives of the Union to discuss the impact of the layoff on bargaining unit employees and possible alternatives to layoff.

8.11 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed within seven (7) calendar days of notice of the layoff. The written appeal shall be filed at Step 2 with Step 1 being waived.

ARTICLE 9

ASSIGNMENT OF WORK

The Director reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Director determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs to perform work efficiently or on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, where no

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qualified employee is readily available, in an emergency, and in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Employer in the past.

ARTICLE 10**VACANCIES, PROMOTIONS AND TRANSFERS**

10.1 Posting; Selection by Director. If the Director decides, in his discretion, to fill a vacant position in the bargaining unit, the Director shall post a dated notice, indicating the position vacancy and qualifications, on the County website for a period of at least ten (10) calendar days. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local Union president or designee prior to posting. Interested full time employees may have their applications considered by filing an application with the County Human Resources within the ten (10) calendar days of the posting. Applications filed after the tenth full day of the posting will not be considered.

It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Director, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

10.2 Selection based on Qualifications. The Director will select the applicant he/she deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, education, specialized training, certifications/licensure, evaluations, active discipline, attendance, and agency seniority. If the Employer determines that two employees are equally qualified for the position, the employee with the most agency seniority shall have preference for the position. The Director will not be arbitrary in employment decisions.

For purposes of this Article seniority is defined as continuous uninterrupted service in the employ of the Delaware County DJFS. Employees selected for a position or a lateral transfer to a different classification (with the same pay range assignment) are not eligible to apply for another position or a transfer for a period of a year, unless the employee is reduced during a promotional probationary period and/or returned to their former classification per Section 7.2 (Transfers and Voluntary Demotions).

10.3 Temporary Vacancies and Assignments. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Director without regard to this job bidding procedure.

Temporary assignments may be utilized for reasons such as filling in for an absent employee and shall not last longer than 180 calendar days.

Temporary assignments may be utilized for reasons such as occupying a vacant position while the Director determines whether or not and with whom to fill the position and shall not last longer than 90 days.

If an employee is temporarily assigned to a lower paying job, he/she will remain at his current rate of pay. If an employee is temporarily assigned to a higher paying job, he/she will receive the greater of his/her regular pay or the minimum of the wage chart for the position for which he/she is temporarily assigned.

10.4 Employer Indemnified. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Article.

10.5 Employee Request for Meeting. Employees not selected for a filled vacancy may request a meeting with the Director to discuss his/her failure to be selected. However, the need for such meeting will be at the Director's discretion.

ARTICLE 11**PERFORMANCE EVALUATION**

11.1 Probationary Employees. Probationary employees (including those serving a qualifying period for a promotion) may be evaluated twice, once during the middle of their probationary period and once at the end of the probationary period.

11.2 Non-Probationary Employees. Non-probationary employees may be evaluated at least once annually after completion of their probationary period.

ARTICLE 12**UNION BULLETIN BOARDS**

12.1 Bulletin Board. The Employer will provide space for bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

12.2 Copies; Limitations. The Union will provide a copy of each notice to be posted on the bulletin boards to the Director or designee. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the

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Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the materials. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

ARTICLE 13**WAIVER IN CASE OF EMERGENCY**

13.1 Suspension of Timelines and Work Rules. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Delaware County Commissioners, the United States Congress or the State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- (1) Time limits for Employer or Union replies on grievances.
- (2) Work rules and/or agreements and practices relating to the assignment of employees, with the approval of the Director or a supervisor.

13.2 Grievances. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure Article and shall proceed from the point in the Article to which they had properly progressed.

ARTICLE 14**SAFETY**

14.1 Incident Report. The Employer will provide an incident report form on which employees should report any safety or security related hazards in and around Department premises. Forms may be picked up from the employee's immediate Supervisor or on the County information system. All hazards reported will be investigated. Failure to notify the Director, or designee, of a potential safety or security related hazard may subject the employee to discipline up to and including discharge.

14.2 Social Workers. Social workers who are called out into a potentially hazardous situation should utilize law enforcement accompaniment. If law enforcement accompaniment is unavailable, the employee may take along a supervisor or, with supervisor approval, another employee of the Department.

14.3 Process to Raise Safety Issue. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 or 4167.13 until the following process has been completely exhausted.

An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two (2) work days of the occurrence of the alleged violation.

If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director or designee, within two work days after his/her conference with the immediate supervisor. The Director or designee, will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or designee will respond to the complaint within seven (7) calendar days.

If the Director or designee, does not resolve the alleged violation to the satisfaction of the employee, the employee or Union may appeal the complaint to the County Administrator by filing a written appeal with him/her within two (2) work days of the Director's or designee, response. If the Director or designee, does not respond by his/her deadline, then the employee or Union may file their appeal within two (2) work days of that deadline. The County Administrator or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within seven (7) calendar days after the conference, the County Administrator shall provide his/her written response to the alleged violation.

The procedure set forth in this Article shall in no way restrict the Employee's or Union's right to utilize the protections afforded them under Ohio Revised Code 4167.06.

ARTICLE 15**SUBCONTRACTING**

Except for emergencies involving the public health, welfare, and safety, the Employer agrees that subcontracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

ARTICLE 16**WORK RULES**

County and Department work rules will be posted on the Department or the County Information System and be accessible to the employees. The local Union president or designee shall also receive copies of all new and revised work rules. The Employer will provide two (2) working days' notice of any change in work rules unless immediate implementation is necessary because of an emergency, law, regulation, or ordinance. The Union may request a meeting

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with the Employer to obtain clarification of any new work rule. The listed work rules will not necessarily be exclusive - common sense will prevail in the case of doubt. Work rules will not be arbitrary or capricious, and will be uniformly applied, insofar as is practicable.

**ARTICLE 17
EMERGENCY RESPONSE SYSTEM**

17.1 Response Policy. The parties agree to follow the "After Hours Procedure Policy." The policy can be changed by mutual agreement.

17.2 Substitute. In case of personal emergency of the employee where an on-call employee will not be able to handle emergency calls, that employee is responsible for notifying in advance, a supervisor, or the Children Services Administrator, in order to arrange for a substitute. Misrepresentation of a personal emergency shall be cause for discipline.

17.3 On-call Pay. The on-call employee will receive two hundred ten dollars (\$210.00) per week (\$30.00 per day). If the on-call employee does not carry the on-call cell phone the full week for any reason, he/she will be paid only for the days the on-call cell phone is carried. The back-up employee will be paid for those days that he/she serves as the primary on-call employee.

17.4 Loss of County Property. If an employee loses an on-call cell phone, or other assigned equipment, the cost of the on-call cell phone or equipment shall be deducted from the employee's pay unless the Director decides otherwise.

17.5 Rotation of On-call. The Employer shall establish the on-call rotation list. All Social Services Worker 3's shall be on the on-call schedule at least one quarter in a twelve-month period. It is fully understood that the Employer has the right to ensure that there is proper staff assigned to cover emergency calls.

**ARTICLE 18
CASELOAD DISTRIBUTION**

The Employer reserves the right to assign caseloads. The Employer will attempt to train employees in an effort to allow for equitable distribution of caseloads among employees doing the same type of work, insofar as is practicable.

**ARTICLE 19
LEAVES**

19.1 Sick Leave

1. Paid sick leave shall be earned and accumulated at the rate of four and six-tenth (4.6) hours for each eighty (80) hours an employee is in active pay status.
2. Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family. Employees are encouraged to schedule medical and dental appointments and ongoing treatments on non-work hours. Employees may also use sick leave for absence due to exposure to a contagious disease which could be communicated to other employees.
3. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of 15 minute increments.
4. Upon retirement from the Employer under the Public Employees Retirement System, accumulated sick leave shall be paid at the rate of one hour of pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value of sixty (60) days' paid leave or maximum of 480 hours. Employees who have received a sick leave conversion at retirement from the Employer or another public employer shall not be eligible for a retirement conversion under this provision.
5. In the event of the death of the employee, accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, *if* there is no surviving spouse at the rate of one hour's pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value of sixty (60) days' paid leave or maximum of 480 hours.
6. An employee who is absent due to one of the above reasons must report his/her absence as required by County policy.

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7. Upon return to work, or in advance of the absence when the employee uses sick leave for a doctor's appointment, the employee must complete a leave request.
8. Falsification of a physician's certificate or signed statement to justify the use of sick leave may be grounds for disciplinary action, up to and including discharge.
9. County Policy will apply for sick leave absences.
10. An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for County records.
11. An employee who has been separated from County employment, but who is reemployed by the County shall be credited with his or her previously unused accumulated sick leave, if the re-employment occurs within 10 years of the date of the employee's last separation from county employment.

19.2 Definitions:

Active pay status: Conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and compensatory leave.

Immediate family: Means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

19.3 Vacation Leave:

1. Bargaining unit employees shall earn vacation leave according to their years of service as follows:
 - a. Less than 1 year of service completed - no vacation.
 - b. 1 year of service, but less than 8 years completed - 80 hours.
 - c. 8 years of service, but less than 15 years completed - 120 hours.
 - d. 15 years of service, but less than 25 years completed - 160 hours.
 - e. 25 years or more of service completed - 200 hours.
2. Vacation is credited each bi-weekly pay period at the following standard rates:
 - a. 3.1 hours per pay period in active pay status are entitled to 80 hours annual vacation.
 - b. 4.6 hours per pay period in active pay status are entitled to 120 hours annual vacation.
 - c. 6.2 hours per pay period in active pay status are entitled to 160 hours annual vacation,
 - d. 7.7 hours per pay period in active pay status are entitled to 200 hours annual vacation.
3. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the permission of his/her supervisor and written approval of the Director annually. This approval will not be arbitrarily denied. Vacation credit in excess of three (3) years will be eliminated.
4. Vacation leave may be taken in minimum increments of one-quarter (0.25) hours.
5. At the time of separation from employment in good standing, an employee is entitled to compensation at his/her current rate of pay for any unused vacation leave accrued.
6. In the case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse or to his/her estate.

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7. According to the ORC 9.44, if a County employee has held a position with the State of Ohio or another Ohio political subdivision (county, municipal, school system, etc.), he or she is entitled to include the service time from past public employment to the service time with Delaware County for the purpose of determining vacation accrual eligibility. An employee will not be entitled to marry his/her prior service time if he/she had retired from public service with his/her prior employer. An employee is required to utilize the procedures within the Prior Service Credit for Vacation Accrual Policy in the Standard Operating Procedures Manual to receive credit for prior service.

The above service requirement need not be continuous. However, completion of a total of one (1) year service (twenty- six pay periods) with Delaware County and/or another Ohio political subdivision or a combination thereof is required before the employee is eligible to use or receive a payment for any accrued vacation time.

19.4 Jury Duty

The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

19.5 Military Leave

Employees shall receive Military Leave in accordance with the provisions set forth in the Delaware County Personnel Manual in effect at that time.

19.6 Family Medical Leave

The Employer shall comply with all requirements of the Family Medical Leave Act in accordance with the Delaware County Personnel Manual in effect at that time and all federal requirements under the Act.

19.7 Unpaid Leaves of Absence

- 1 Employees may request an unpaid leave of absence for educational, personal or disability reasons from their appointing authority. The decision whether to grant the leave is left to the appointing authority's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the appointing authority. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.
- 2 Educational leave may be granted for up to two years for purposes of education, training or specialized experience which would benefit the appointing authority's office. Upon completion of the leave of absence, the employee will be returned to his/her former position or a similar position within the same classification.
- 3 Where an employee is unable to pre-determine the exact length of his/her leave, an indefinite leave not to exceed six months may be approved. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. The employee may be permitted to return to work at anytime during the six-month period, provided that he/she gives the appointing authority at least two weeks' written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the appointing authority.
- 4 While on leave without pay an employee does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. His/her anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence, other than Family and Medical Leave Act leave, must pay the premium for his/her health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.
- 5 Unpaid leaves of absence shall not be granted to an employee for the purpose of engaging in political activity.

19.8 Personal Leave

Each bargaining unit member shall be entitled to twenty-four (24) hours of absences per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to

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be eligible to use personal leave, an employee must have at least a 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in one (1) hour increments.

19.9 Bereavement Leave

An employee may use sick leave for a reasonably necessary time, in no event to exceed five (5) days, for bereavement purposes for the death of a member of the employee's immediate family as defined in Section 19.2 of this Article. For funeral attendance purposes in the event of the death of a person who is not a member of the employee's immediate family, including other family members (e.g. aunts, uncles, niece/nephew and cousins of any degree) and friends, an employee may not use sick leave, but may use another type of leave such as vacation leave or compensatory time, if such leave is available to the employee.

ARTICLE 20

INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the employers' share of the cost of such benefits, the terms and conditions on which such benefits are provided, the limitations and qualifications of such benefits, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit, or pay a greater percentage for the benefits than they are currently paying.

ARTICLE 21

HOLIDAYS

21.1 Holidays. Full-time employees shall receive eight hours of straight time pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Independence Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Regular part-time employees shall be paid for the hours they are scheduled to work on holidays.

Full-time employees (and regular part-time employees if scheduled to work) shall receive four hours of straight time pay for the following holidays:

Little Brown Jug Day
Christmas Eve Day
New Year's Eve Day

21.2 Observance of Holidays. If the holiday falls on a Saturday, the Friday immediately preceding shall be observed as holiday; if the holiday falls on a Sunday, the Monday immediately succeeding shall be observed.

An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave.

If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

21.3 Holidays Worked. If an employee is required to work on a holiday, the employee shall receive holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday is not overtime, the employee's pay for the time worked shall be the employee's regular straight time rate. If the time actually worked on a holiday is overtime, the employee's pay for the time worked shall be one and one-half times the employee's regular rate.

ARTICLE 22

LABOR-MANAGEMENT MEETINGS

Regular Labor Management meetings may be held between the Employer and Union representatives to discuss matters of concern. Meetings will be held at the written request of either party no more than once quarterly or as the parties mutually agree. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union, which may only be current employees, and Union Staff representatives of Ohio Council 8. Others may attend with the agreement of the other party.

ARTICLE 23

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WAGES

23.1 County Compensation Plan. The employee's wage rates shall be determined in accordance with the County's Compensation Management System. The County shall place new hires on an advanced step depending on their experience. If the merit budget is less than 2%, the parties will meet to discuss finances. No employee will suffer a wage reduction as a result of the Employer's periodic wage review.

23.2 One Time Payment for Degrees and Licenses. Employees who receive an associates, bachelors, or master's degree during their employment shall receive a one-time bonus payment. Employees who are issued a LSW or LISW license during their employment shall also receive a one-time bonus payment. If an employee resigns from the Department less than one year following receipt of the bonus payment the employee will be responsible to repay, which may be offset from their final paycheck or leave conversion, prorated to the months remaining in the one year period following receipt of the bonus.

<u>Degree/License</u>	<u>Bonus payment</u>
Associates	2% of annual salary
Bachelors	3% of annual salary
Masters	4% of annual salary
LSW	3% of annual salary
LISW	4% of annual salary

23.3 Review of Evaluation. Employees who disagree with their evaluation may file a grievance at the Step 3 (Director's Step) of the grievance procedure. The Director's decision shall be final and binding on the employee and the union; therefore, evaluation grievances are not subject to the arbitration procedure of this contract. Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

ARTICLE 24

REIMBURSEMENTS

24.1 Training Reimbursement. Employees approved by the Employer to attend work-related classes, seminars, conferences, training sessions, or State sponsored programs shall not lose time or pay for attending such classes or events. The Employer agrees to pay all registration costs of all employees approved for such leave. The Employer shall also pay mileage as set forth in this Article.

24.2 Tuition Reimbursement. Employees shall be eligible to participate in the County's Tuition Reimbursement Policy.

24.3 Mileage. The Employer shall reimburse employees at the current County rate per mile for miles driven by an employee when the employee is required to drive his or her personal vehicle to transact County business.

24.4 Meals/Lodging. In the event an employee is on approved business required by the Employer outside of Delaware County, then such employee shall be reimbursed under the County policy.

24.5 Parking. Employees on approved County business shall be reimbursed for the necessary cost of parking upon presentation of a valid, dated receipt.

ARTICLE 25

JOB DESCRIPTIONS

25.1 Job descriptions. The Employer shall furnish the Union with copies of job descriptions as soon as a review is completed.

25.2 Review of Job Assignments. If an employee believes that his/her job duties have changed materially, the employee may request that the Director or designee review the job in question. The supervisor will meet with the employee and union representative to review the employee's current job duties. If the Employer determines that the duties have changed materially, it will refactor the job in question and adjust the job's placement on the wage chart accordingly. However, no employee's pay will be reduced as a result of this Section.

ARTICLE 26

SCOPE AND SEVERABILITY

26.1 Scope and Waiver. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the State law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. 4117.01 et seq. and that certain issues between the members of the unit, including their Union representatives, and the Employer may be resolved through the grievance procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O. R. C. Sec. 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

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- a. This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- b. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

26.2 Severability. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to negotiate a new Article or Section to replace the illegal Article or Section.

26.3 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union will save the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

ARTICLE 27

UNION SECURITY

27.1 Dues Check-off. The Employer, pursuant to O.R.C. 4117.09 (B)(2) shall deduct periodic dues, initiation fees and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two weeks prior to the payday at which it is to take effect. The deduction shall continue until the employee is terminated, transferred to a job classification outside of the bargaining unit, or written revocation in accordance to the check-off agreement. Written revocation must be received by the Association 30-45 days prior to the expiration of the collective bargaining agreement.

27.2 Union Notice of Increases. The Union shall notify the Employer in writing of any increase in the amount of dues to be deducted. Such increase shall be deducted in the next scheduled deduction period as long as at least two weeks' notice is given.

27.3 Deductions. Union dues deductions shall be deducted biweekly. The total amount of dues to be deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within fifteen days following the deduction. An alphabetical listing shall accompany the remittance, indicating those employees paying dues.

27.4 Reimbursement by Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to defend and to hold the Employer harmless from all claims of excessive or improper dues deduction.

27.5 Seniority List. The Employer agrees to provide the Union with a seniority list annually.

ARTICLE 28

APPLICATION OF CIVIL SERVICE LAWS

Except as may be otherwise expressly provided in this Agreement, or excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Ohio Civil Service laws and rules shall not apply to employees in the bargaining unit.

It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this Agreement.

ARTICLE 29

INCLEMENT WEATHER DAYS

Severely inclement weather may occasion the declaration of a weather emergency by the Delaware County BOCC that includes the closing of County offices for all or a portion of the regular workday. Employees who are actually working (i.e. on the clock) during the time the emergency is declared, shall be compensated at their regular hourly rate for the period that offices are closed up to their regular eight hours.

Employees who are on vacation, sick leave, compensatory leave, or leave without pay will be charged with said leave without regard to the weather emergency and without regard to when their leave began. No leave balances will be

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adjusted to credit employees on leave with the emergency leave hours.

The exception shall be the situation where an employee has requested and been granted vacation or comp time because of inclement weather and Delaware County is subsequently closed due to the same inclement weather. In this case, the affected employee shall be permitted to rescind their vacation or comp request and be paid as per paragraph 1 of this Article for the portion of time the County offices are closed (i.e. If the County offices close at 11:00 a.m. then the employee may rescind their leave request for the remainder of the business day beginning at 11:00 a.m.).

The emergency hours will be considered active pay status for determining eligibility for overtime pay.

Employees shall be paid for all hours they are regularly scheduled and that the agency is closed because of calamity. Due to inclement weather, an employee may request of their supervisor immediate use of vacation leave or unpaid leave.

**ARTICLE 30
NON-DISCRIMINATION**

30.1 Nondiscrimination. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, handicap, sexual orientation, union affiliation or non-union affiliation.

30.2 No Interference. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or Chapter 4117 O.R.C.

The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employee exercising the right to abstain from membership in the Union or from involvement in Union activities.

30.3 Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 31
UNION REPRESENTATION**

The Employer may give the appropriate union representative reasonable amount of time to investigate and process grievances during working hours with no loss of pay upon notification and with the prior approval of the immediate supervisor. The Employer agrees to continue to permit the union to conduct meetings in the facility with prior approval of the Director or designee. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

**ARTICLE 32
ADR PROCEDURE**

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure. This procedure supersedes the procedures listed in the Section 4117.14(C)(2)-(6) and any other procedure to the contrary.

In the event that agreement is not reached after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall occur at times and places mutually agreed to by the parties. If mediation is unsuccessful, the Union may exercise its right to strike pursuant to R.C. 4117.14(O)(2).

**ARTICLE 33
SUCCESSOR**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transfer is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

**ARTICLE 34
DURATION OF AGREEMENT**

34.1 Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

34.2 Duration. This Agreement shall become effective January 1, 2017 and shall remain in full force and effect until 11:59 p.m. on December 31, 2019.

34.3 Negotiations. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract no more than 120 days or less than 90 days before the expiration of this Agreement unless otherwise mutually agreed by the parties. If no such

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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 16-1325

IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

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

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO
COUNCIL 8 AFL-CIO
EFFECTIVE ON DATE OF EXECUTION THROUGH DECEMBER 31, 2019
SERB CASE NO. 2016-MED-09-0961
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ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the "Director"), subject to the approval of the Delaware County Board of Commissioners (jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

ARTICLE 2 - RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Operators, Operator-Chemist, Maintenance Mechanic, Maintenance Mechanic II, Inspector, Custodian, Lab Technician, Truck Driver, and Truck Driver "A". Excluded from the bargaining unit are all Management Level Employees, Confidential Employees,

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and Supervisory Employees as defined in the Act including Sanitary Engineer, Superintendent, and Secretary/Bookkeeper.

Section 2.2 Exclusive Recognition. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

Section 2.3 Employee Rights. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

Section 2.4 Position Descriptions. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Uniform Application. The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or handicapped status. The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

Section 3.2 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 3.3 Sexual Harassment. Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

ARTICLE 4 - HEALTH & SAFETY

Section 4.1 Policy. Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 4.2 Employee Responsibility. All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

Section 4.3 Dangerous Act. An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

Section 4.4 Safety Issues. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs (a) and (b) below.

An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

- a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged violation.
- b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the

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employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

ARTICLE 5 - NO STRIKE/LOCKOUT

Section 5.1 No Strike. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

Section 5.2 Violations. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

Section 5.3 No Lockout. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS/WORK RULES

Section 6.1 Recognition. The Union recognizes the Director and Board of County Commissioners ("Management" or "Employer") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

Section 6.2 Management Rights. Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time re-determine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Employer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;

to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

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to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

Section 6.3 Residual Responsibilities. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

Section 6.4 Work Rules. Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules or the Employer shall have all work rules available on the County website or intranet. To the extent applicable, work rules shall be consistently applied and enforced.

Section 6.5 ADA, EEOC. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING

Section 7.1 Work Assignment. The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

Section 7.2 Subcontracting. The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

Section 7.3 Prior Discussions. Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

ARTICLE 8 - UNION REPRESENTATION, LABOR MANAGEMENT MEETINGS

Section 8.1 Union Representatives. The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

Section 8.2 Bulletin Boards. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union to remove the materials.

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Section 8.3 Use of County Meeting Rooms. The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

Section 8.4 Union Matters. In the absence of the Employer's consent, Union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

Section 8.5 Labor Management Meetings. Regular L/M meetings may be held between the Employer and Union representatives to discuss matters of concern. Meetings will be held at the written request of either party no more than once quarterly or as the parties mutually agree. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

ARTICLE 9 - DUES DEDUCTION

Section 9.1 Dues Authorization. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

Section 9.2 Dues Remittance. The Union shall advise the County Auditor and County Administrative Services, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the deduction.

Section 9.3 Good Standing. There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee.

Section 9.4 Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 10 - SENIORITY

Section 10.1 Definition. Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

Section 10.2 Loss of Seniority. The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

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Section 10.3 Seniority List. The Employer agrees to provide a seniority list on an annual basis upon request of the local union president.

ARTICLE 11 - PROBATIONARY EMPLOYEES

Section 11.1 New Hire Probationary Period. Newly hired employees must complete a one year probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement nor appealable to the State Personal Board of Review.

Section 11.2 Promotional Probationary Period. Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced to their previous position prior to completion of a one hundred eighty (180) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

Section 11.3 Voluntary Reductions in Classification, Review Period. Employees who apply for and are awarded a voluntary reduction in classification shall not be required to complete a probation period however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement

Section 11.4 List of Employees. The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

ARTICLE 12 - VACANCY, PROMOTION, TEMPORARY ASSIGNMENT

Section 12.1 Posting of Vacancies. If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for at least ten (10) calendar days. Interested employees may have their applications considered by filing an application with the County Human Resources during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Employer, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

The Employer shall select the applicant it deems best suited for the position after considering an applicant's: seniority; qualifications, including education, certifications/licensure, and specialized training; active discipline; work record; attendance; experience in the same or similar positions with this or another employer; evaluations; and, demonstrated ability with the Employer.

Section 12.2 Selection for Vacant Position. The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Section 12.1.

Section 12.3 Temporary Assignment. All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or the minimum of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

ARTICLE 13 - LAYOFF & RECALL

Section 13.1 Reasons for Layoff. Employees may be laid off for one or more of the following reasons:

1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to

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- sustain projected levels of staffing and operations.
2. Lack of work within the Sewer District. A lack of work means a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.
 3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

Section 13.2 Order of Layoff.

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:
 - a. Newly hired employees in that classification who have not completed their probationary period;
 - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the duties of the position in question.

Section 13.3 Displacement Rights. An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

Section 13.4 Recall or Reinstatement Rights.

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.
2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.
4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified

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letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.

5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

Section 13.5 Vacation Leave Payout. Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

Section 13.6 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

ARTICLE 14 - DISCIPLINARY ACTION

Section 14.1 Standards of Conduct. Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect and including violation of the Ethics of County Employment and County Rules.

Section 14.2 Discipline. Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

Section 14.3 Pre-disciplinary Process. Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

Section 14.4 Serious Offenses. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

Section 14.5 Appeal of Discipline. When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2.

Section 14.6 Exclusive Appeal. Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

Section 14.7 Union Representation. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 Definitions. For the purposes of this Article, the below listed terms are defined as follows:

Grievance. A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

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A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2), the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

Grievant. A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

Section 15.2 Days, Timelines, Extensions. The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

Section 15.3 Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

Section 15.4 Grievance Steps. The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. **Step 1: Immediate Supervisor.** The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Immediate Supervisor, or his designee. If the grievant is an inspector, the designee shall be the Immediate Supervisor. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

The Immediate Supervisor or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Immediate Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. **Step 2: Director.** If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievant may pursue the grievance to Step 3, unless time has been extended pursuant to Section 15.2 of this Article.

3. **Step 3: Arbitration.**

Notice to arbitrate, selection of arbitrator. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by serving the Employer written notice of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place.

Issue for arbitrator. The arbitrator shall hear and determine only one grievance; multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts, except discipline. Within thirty (30) days after the close of the hearing, the arbitrator shall

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issue his award, unless the parties mutually agree otherwise.

Authority of arbitrator. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

Limits of authority of arbitrator. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

Exclusive procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

Costs. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Exchange of witness and document lists. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

Attendance at hearings. Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

Section 15.5 Voluntary Mediations. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

ARTICLE 16 - HOURS OF WORK/OVERTIME

Section 16.1 Work Week. The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

Section 16.2 Continuous Operations. The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total eighty hours in a bi-weekly pay period.

Section 16.3 Lunch Period and Breaks. Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. All employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities. Other employees may schedule meal and break periods with the approval of the Employer and if meals are taken at a plant, such will be at the plant with the shortest travel time.

Section 16.4 Overtime and Compensatory Time. Employees shall be paid one and one-half (1½) times their applicable rate of pay for all hours actually worked in excess of forty (40) hours worked in any work week subject to the following:

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- A. Holidays will be considered hours worked towards calculation of overtime;
- B. Preapproved vacation leave, compensatory time and personal leave, if the leave request is submitted, approved and signed by the employee and supervisor prior to an unscheduled overtime, within the same work week, will be considered worked hours towards calculation of overtime. Vacation, leave, compensatory time, and personal leave not preapproved will not be considered hours worked towards calculation of overtime.

Sick leave does not apply as hours worked toward calculation of overtime.

Notwithstanding the above provisions of section 16.4, employees will be paid overtime at 1 ½ times the employee's hourly rate of pay for the hours worked under the following circumstances: emergency call-in; Package Plant Operators essential duties performed during non-regular worked hours as required; and Shift Operators covering shifts on their day off due to vacancies or absences.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall first offer pre-scheduled overtime to all employees within the department who are qualified on a generally equal basis and then to other qualified employees. For distribution of prescheduled overtime the "department" shall mean the plants (each regional plant), package plants, maintenance, collections, and inspectors. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime.

Section 16.5 Minimum Call-in. Any employee called in to work outside of his normal scheduled hours of work shall be paid a minimum of three (3) hours.

ARTICLE 17 – SICK, PERSONAL AND UNPAID LEAVES

Section 17.1 Sick Leave. Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, which may also include the employee's grandchild, such paid leave shall not exceed five (5) days without further written approval by the Employer.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as required by Department policy. In order to qualify for use of paid sick leave, the employee must complete a sick leave request. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of 15 minute increments. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

Section 17.2 Sick Leave Conversion at Retirement or Death. An employee covered under this Agreement who retires from the Employer under the Public Employees Retirement System shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for

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every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of 60 days paid leave or maximum of 480 hours. Employees who have received a sick leave conversion from the Employer or another public employer shall not be eligible for a conversion under this provision. An employee covered under this Agreement who dies shall have sick leave paid to his or her personal representative or estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

Section 17.3 Jury Duty Leave. The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

Section 17.4 Family and Medical Leave. The County FMLA policy will be applied to employees.

Section 17.5 Other Unpaid Leaves of Absence. Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer. . A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

Section 17.6 Personal Leave. Each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least two (2) hour increments.

ARTICLE 18 - HOLIDAYS

Section 18.1 Holidays. All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hours holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

Section 18.2 Holiday Pay. Holiday pay will be calculated at the employee's straight-time hourly rate for eight (8) hours, (or 4 hours where applicable).

Section 18.3 Observance. In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

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ARTICLE 19 - VACATIONS

Section 19.1 Vacation Earned. Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

40-Hour Per Week Employees

1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death. An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns or retires in good standing from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

Section 19.3 Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

Section 19.4 Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

Section 19.5 Part Time Employees. Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

ARTICLE 20 - INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to this bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 21 - WAGES

Section 21.1 Wage Schedule. The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County may adjust the wage schedule. In no case shall the schedule be reduced.

Section 21.5 Promotions. Employees who are selected for a position in a different classification which has a higher pay grade shall receive an increase equal to the difference between the skill levels of the wage chart, but in no event greater than minimum or maximum of the grade level.

**ARTICLE 22 - CERTIFICATION REQUIREMENTS,
TRAINING AND EDUCATION**

Section 22.1 Certification Requirements. If an employee in a position for which certifications are required by applicable state and/or federal statutes or regulations does not satisfy such requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

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Section 22.2 Reimbursement for Education and Training. The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification.

ARTICLE 23 - UNIFORMS

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

ARTICLE 24 - SCOPE, SEVERABILITY, CIVIL SERVICE LAW

Section 24.1 Prior Agreement. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 24.2 Full Opportunity/Waiver. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

Section 24.3 Severability. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 24.4 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

Section 24.5 Civil Service Law. Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

Section 24.6 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 25 - DURATION

Section 25.1 Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 25.2 Negotiations. Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement unless otherwise mutually agreed by the parties.

Section 25.3 Duration. This Agreement shall become effective upon execution and shall remain in full force and effect from execution of the Agreement until.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 16-1326

IN THE MATTER OF APPROVING REVISED WAGE SCALES FOR DELAWARE COUNTY

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COMPENSATION MANAGEMENT SYSTEM:

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

WHEREAS, the Assistant County Administrator recommends approving revised Wage Scales with the Delaware County Compensation Management System;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the revised Wage Scales for Environmental Services to be included with the Delaware County Compensation Management System.

Supervisors and Managers (SAM)

Level 1						
					MIN	MAX
				Hourly	\$22.98	\$31.02
				Bi-weekly	\$1,838.46	\$2,481.92
				Annually	\$47,800.00	\$64,530.00

Level 2						
					MIN	MAX
				Hourly	\$24.25	\$32.74
				Bi-weekly	\$1,940.00	\$2,619.00
				Annually	\$50,440.00	\$68,094.00

Level 3						
					MIN	MAX
				Hourly	\$24.70	\$33.35
				Bi-weekly	\$1,976.00	\$2,667.60
				Annually	\$51,376.00	\$69,357.60

Level 4						
					MIN	MAX
				Hourly	\$26.68	\$36.01
				Bi-weekly	\$2,134.00	\$2,880.90
				Annually	\$55,484.00	\$74,903.40

Level 5						
					MIN	MAX
				Hourly	\$28.00	\$37.80
				Bi-weekly	\$ 2,240.00	\$3,024.00
				Annually	\$58,240.00	\$78,624.00

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Regional Sewer District SPECAT

Skill Level	Min	Max
1	\$16.40 \$1,312.00 \$34,112.00	\$22.14 \$1,771.20 \$46,051.20
2	\$17.30 \$1,384.00 \$35,984.00	\$23.36 \$1,868.40 \$48,578.40
3	\$18.30 \$1,464.00 \$38,064.00	\$24.71 \$1,976.40 \$51,386.40
4	\$19.40 \$1,552.00 \$40,352.00	\$26.19 \$2,095.20 \$54,475.20
5	\$20.55 \$1,644.00 \$42,744.00	\$27.74 \$2,219.40 \$57,704.40
6	\$21.80 \$1,744.00 \$45,344.00	\$29.43 \$2,354.40 \$61,214.40

RSD SUPPLEMENTAL LICENSE COUNTY COMPENSATION PLAN			
If you are classified as:	And hold the following corresponding license:	Level	You are eligible for the supplemental hourly amount:
Wastewater Operator, Package Plant Operator	Lab	1	\$0.65
	Wastewater/Collections	1	\$0.35
Maintenance	Wastewater	2	\$0.65
	Wastewater	3	\$0.90
Electronic Maintenance Tech 1, 2	Wastewater/Collections	1	\$0.35
	Wastewater	2	\$0.65
	Wastewater	3	\$0.90
Lab 1 and 2	Wastewater	2	\$0.65

(Job description references WW 1 preferred.
Supplemental compensated for II, III only.)

RSD COUNTY COMPENSATION PLAN GRANDFATHERED TERMS FOR SUPPLEMENTAL COMPENSATION		
If you hold the following license:	Level	Hourly Supplemental
Wastewater/Collections	1	\$0.35
	2	\$0.65
Wastewater	3	\$0.90
Lab	1	\$0.65

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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11:00 AM
Nathaniel Kaelin, AICP
Competitive Advantage Program Manager | Transportation Systems & Funding
Mid-Ohio Regional Planning Commission
Presentation Of The Competitive Advantage Projects Initiative

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners