

COUNTY COMMISSIONERS' WORK SESSION AGENDA
TUESDAY, NOVEMBER 1, 2016

9:00 A.M.:

EXECUTIVE SESSION:

Christina Hausner, County Solicitor

10:00 A.M.:

PUBLIC SESSION:

Approval of October 4, 2016 Work Session Minutes. Postpone approval of September 20, 2016 Work Session Minutes, September 27, 2016 Work Session Minutes, October 11, 2016 Work Session Minutes, October 18, 2016 Work Session Minutes and October 25, 2016 Work Session Minutes.

Re-announcement:

There will be no Work Session held on Tuesday, November 8, 2016, and there will be no Commissioners' Meeting held on Wednesday, November 9, 2016.

Announcements:

There will be no Work Session held on Tuesday, November 22, 2016.

A Special County Commissioners' Meeting will be held on Tuesday, November 29, 2016, at 6:00 p.m. at the Lancaster County Government Center, 150 North Queen Street Annex, first floor conference room, Lancaster, Pennsylvania, for the purpose of discussing the proposed 2017 County budget and for the purpose of fixing the salaries for the County Controller and Recorder of Deeds for 2018, 2019, 2020 and 2021. Public participation is invited.

10:00 a.m.

Craig Elmer, Director, Public Safety Training Center – Overflow Parking Agreement (please refer to motion on tomorrow's agenda) and Budget Adjustments (please refer to Resolution No. 85 of 2016 on tomorrow's agenda)

10:05 a.m.

Paul Weiss, Administrator, Department of Parks and Recreation – Amended Farm Leases (please refer to motion on tomorrow's agenda) and Amended Residential Leases (please refer to motion on tomorrow's agenda)

10:10 a.m.

Matt Knepper, Director, Agricultural Preserve Board – Contract of Sale of Agricultural Conservation Easement (please refer to motion on tomorrow's agenda)

10:15 a.m.

E. William Peters, Director, and Sue Lao, Deputy Director, Human Resources – Agreement (please refer to motion on tomorrow's agenda)

10:20 a.m.

Charles Douts, Director, Facilities Management, and Scott Russell, County Engineer – Update on Administrative Settlement Agreement for Required Right-of-Way for Pequea No. 5 Bridge Replacement Project

“continued”

Other Discussion Items:

1. Appointments/Reappointments to County Boards
2. November 2, 2016 Commissioners' Meeting Agenda
3. November 4, 2016 Election Board Meeting Agenda

Recess:

Today's Work Session will be recessed until Thursday, November 10, 2016 at 1:30 p.m. to discuss the proposed 2017 County budget.

On motion of Commissioner Martin, seconded by Commissioner Stuckey it was agreed for the County of Lancaster, acting on behalf of the Public Safety Training Center, to approve the following:

Overflow Parking Agreement With: Spooky Nook Sports, Inc.
Manheim, Pennsylvania

Purpose: To use the County's designated overflow parking area at the Public Safety Training Center, located at 101 Champ Boulevard, Lancaster, Pennsylvania, for the sole purpose of maintaining, securing and operating an overflow parking lot to accommodate the parking needs of patrons of Spooky Nook Sports, Inc. during large events held at its facility in accordance with the terms and conditions set forth in the agreement.

Amount/Term: The rent for the term of this Agreement shall be \$25,000.00 for the period November 24, 2016 through April 16, 2017. By mutual agreement of both parties the agreement may be renewed for subsequent additional terms lasting from Thanksgiving Day to Easter Day.

11/02/16

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Craig Elmer, Director
 Department: Public Safety Training Center
 Date: October 24, 2016

Board Action Requested:
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)
 Spooky Nook Sports, Inc. use of driving pad for parking overflow

Provider Information: (Name, Address):
 Spooky Nook Sports, Inc.
 2913 Spooky Nook Road
 Manheim, PA 17545

Proposed Program Budget Information:

Service	2015-16 Amount to be Approved	2014-2015 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Revenue	\$25,000.00	\$25,000.00	0	0	100%

Term of Contract: November 24, 2016 to April 16, 2017 with mutual agreement renewals for subsequent years.

Budget Comments:

Program Information/Description of Service:

Spooky Nook will be utilizing the driving pad for an overflow parking area for the sole purpose of maintaining, securing, and operating an overflow parking lot for the events held at their Facility.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
n/a				

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
n/a			

Date you would like the County Commissioners' To take official action on this item?:

yes

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Craig Elmer

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Craig Elmer

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings. Exceptions to this deadline must be approved by the County Administrator.

OVERFLOW PARKING AGREEMENT

THIS OVERFLOW PARKING AGREEMENT is made and entered into this 19th day of October, 2016, by and between THE COUNTY OF LANCASTER (LANCASTER COUNTY PUBLIC SAFETY TRAINING CENTER), 101 Champ Boulevard, Manheim, Pennsylvania 17545 (hereinafter referred to as "Lessor"), and SPOOKY NOOK SPORTS, INC., 2913 Spooky Nook Road, Manheim, Pennsylvania 17545 (hereinafter referred to as "Lessee"), as follows:

WHEREAS, Lessor is the owner and operator of the Lancaster County Public Safety Training Center (the "Premises"), 101 Champ Boulevard, Lancaster, Pennsylvania; and

WHEREAS, Lessee is the owner and operator of Spooky Nook Sports (the "Facility"), a sports and entertainment complex located at 2913 Spooky Nook Road, Manheim, Pennsylvania; and

WHEREAS, Lessee's Facility has insufficient parking to accommodate the needs of its patrons during large events; and

WHEREAS, Lessee desires to use Lessor's parking lot (the "Parking Lot") for overflow parking from the Facility. Lessee's use of the Parking Lot will be limited to a specific designated area, as identified as number eighteen (18) in Exhibit "A" attached hereto (the "Overflow Parking Area").

WHEREAS, the parties hereto desire to enter into an Overflow Parking Agreement whereby Lessee shall be able to use the Overflow Parking Area.

NOW, THEREFORE, in consideration of the mutual covenants as contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Leased Premises.** Lessor does hereby lease to Lessee and Lessee does hereby take from Lessor the Overflow Parking Area for the use and upon the terms and conditions set forth in this Agreement. The Overflow Parking Area shall be used by Lessee and its patrons only.
2. **Use and Access.**
 - a. Lessee shall use the Overflow Parking Area for the sole purpose of maintaining, securing and operating an overflow parking lot for events held at the Facility.

- b. Lessee is required to provide the Director of the Lancaster County Public Safety Training Center, (the "Director") with twenty-four hours of notice prior to each use of the Overflow Parking Area, including the anticipated length of the use. Lessee additionally agrees to provide the Director with a monthly schedule of events planned at the Facility where large crowds are anticipated on or before the first day of each month during the term of the Agreement.
- c. Lessee is prohibited from constructing any permanent structures on the Premises, and from completing any permanent modifications to the Overflow Parking Area. Lessee is specifically prohibited from painting any lines on the pavement of the Overflow Parking Area.
- d. In the event of an incident requiring emergency personnel to access the Premises, all traffic in and out of the Premises and the Overflow Parking Area will be stopped immediately and Lessee will suspend traffic coming in and out of the Overflow Parking Area until all emergency personnel and vehicles have departed en route to the scene of any emergency incident.
- e. A single lane of traffic will be permitted through the gates of the Premises. Lessee will assign appropriate traffic personnel at the gates to ensure that only one line of vehicles either in or out attempts to travel through the gates.
- f. When using the Overflow Parking Area, Lessee shall ensure that patrons park as directed by Lessee's traffic personnel and otherwise observe and obey all signs regarding use of the parking spaces, including those related to no parking zones. Handicapped parking is prohibited in the Overflow Parking Area.
- g. Lessor reserves the right to tow away, or otherwise impound, at the expense of the owner or operator, any vehicle which is improperly parked, parked in a no parking zone, or is present on the Premises during non-event hours. Overnight parking will not be permitted by Lessee. None of the charges for any such towing shall be borne by Lessor.
- h. The parties shall discuss and agree upon additional reasonable rules and regulations regarding Lessee's use of the Overflow Parking Area that may become necessary during the course of this Agreement. In the event the

parties are unable to reach agreement, either party shall have the right to terminate the Agreement with an amortized refund of lease payments.

3. Maintenance and Security.

- a. After each use of the Overflow Parking Area, Lessee shall have the obligation of cleaning up trash and debris remaining in the Overflow Parking Area and the surrounding vicinity. Lessee further agrees to engage in litter control measures during use of the Overflow Parking Area, including, but not limited to, the placement of trash cans and recycling bins on the Premises.
- b. Lessee agrees to provide portable toilet facilities for patrons using the Overflow Parking Area.
- c. Lessee agrees to contract with an after-hours vehicle towing service to monitor the Overflow Parking Area.
- d. Lessee agrees to provide parking attendants to direct traffic on Champ Boulevard and in the Parking Lot during use of the Overflow Parking Area. Parking attendants will additionally be responsible for controlling the flow of traffic by keeping a census of the number of spaces available and indicating when the Overflow Parking Area is full through the use of signage or temporary barriers. When the Overflow Parking Area is nearing capacity, all event signage and AM radio announcements will be changed to direct additional traffic away from the Premises.
- e. Lessee agrees to provide snow and ice removal from the entrance to the Premises on Champ Boulevard to the Overflow Parking Area and within the Overflow Parking Area.
- f. Lessee agrees to take security measures to prevent access to parts of the Premises not subject to the Agreement, including:
 - i. Placing removable jersey barriers and fences on the Premises to define the Overflow Parking Area;
 - ii. Placing temporary signage on the Premises identifying and delineating the Overflow Parking Area;

- iii. Placing temporary lighting in and around the Overflow Parking Area as necessary to achieve minimum parking lot lighting levels required by ordinance;
 - iv. Providing regular shuttle services between the Overflow Parking Area and the Facility, including the provision of a heated tent for Facility patrons waiting to access a shuttle.
 - g. Lessee agrees to ensure that the gate used to access the Overflow Parking Area is closed and locked after each use.
 - h. In the event of an emergency on the Premises during Lessee's use of the Overflow Parking Area, Lessee agrees to contact the Director immediately.
4. **Rent.** The rent for the entire term of this Agreement shall be Twenty Five Thousand Dollars (\$25,000.00) (the "Rent") paid on or before the first day of the Term.
5. **Security Deposit.**
- a. Upon execution of the Agreement, Lessee agrees to pay Lessor a security deposit in the amount of \$1,000.00 (the "Security Deposit").
 - b. Upon default by Lessee, Lessor shall have the right to apply as much of the Security Deposit as is necessary to cure the default or to pay an expense incurred as a result of the default.
 - c. At the expiration of the term of the Agreement, Lessor will have ten (10) days to perform an inspection of the Overflow Parking Area. If the Overflow Parking Area is in satisfactory condition, Lessor shall immediately return any remaining balance of the Security Deposit to Lessee.
6. **Term.** The term of this Agreement shall commence on Thanksgiving Day, November 24, 2016, and shall continue for an initial term until Easter Day, April 16, 2017. Lessor and Lessee may, by mutual agreement, renew the Agreement for subsequent additional terms lasting from Thanksgiving Day to Easter Day.
7. **Utility Services and Taxes.** At a minimum of thirty (30) days prior to the commencement of the initial lease term, Lessee shall provide Lessor with a detailed plan for the placement of any temporary fixtures, including lights and heating elements, that will require use of Lessor's electric utilities. Lessee's plan should be sufficiently specific to allow Lessor to calculate the amount of electricity needed to

power each fixture. Lessee shall be responsible for and shall promptly reimburse Lessor for all additional utility charges incurred by Lessor as a result of these temporary fixtures. Any and all additional real estate taxes and assessments imposed on the Premises as a result of Lessee's use of the Overflow Parking Area shall be paid by Lessee. Lessee shall have the right to terminate this Agreement with an amortized refund of lease payments in the event any real estate taxes and/or assessments are incurred as a result of this Lease. Lessee shall pay realty transfer taxes associated with this Agreement, if any.

- 8. Insurance.** Lessee, at all times during the term of this Agreement, will maintain in full force and effect a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Premises, having limits not less than Two Million Dollars (\$2,000,000), and Workmen's Compensation Insurance in statutory limits, together with such other insurance as Lessor shall reasonably require which will name Lessor as an additional insured party. It is the responsibility of Lessee to provide Lessor with a current certificate of insurance evidencing that such insurance is in effect, and to provide Lessor in a timely manner with any and all new or additional certificates. The insurance policy shall be issued by an insurance company authorized to do business in the Commonwealth of Pennsylvania and shall provide thirty (30) days prior written notice to Lessor of cancellation of such policy.
- 9. Lawful Use.** Lessee shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Overflow Parking Area.
- 10. Lessor's Maintenance.** Lessor shall maintain the Premises in the same manner as Lessor has maintained the Premises prior to the date hereof. Any additional maintenance to the Premises or the Overflow Parking Area deemed necessary for Lessee's activities shall be the sole responsibility and obligation of Lessee.
- 11. Release and Indemnification of Lessor.** Lessee hereby agrees to indemnify, defend and hold harmless Lessor, and its officers, directors, employees and agents, from and against all liability, claim, loss, damage, cost, or expense, including reasonable attorney's fees, arising in whole or in part from the use of Overflow Parking Area by

Lessee, whether caused by or contributed to by Lessor or any other indemnified herein, except insofar as the injury, lawsuit or claim was caused by the negligence of Lessor. Lessee agrees to pay for all damages to the Premises caused by Lessee's negligence, misuse or neglect of the Overflow Parking Area.

- 12. Default by Lessee.** If Lessee shall default under this Agreement, Lessor shall have all rights available to it by reason of such default, including, without limitation, the right to refuse further access to the Overflow Parking Area by Lessee and to remove any vehicles or equipment belonging to Lessee or Lessee's patrons from the Overflow Parking Area. In addition, if Lessee shall default under the Agreement, Lessor shall have the right to cancel this Agreement upon ten (10) days written notice unless within such ten (10) day period Lessee cures the default.
- 13. Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessor or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.
- 14. Assignment.** Lessee may not assign or transfer this Agreement or sublet all or any portion of the Overflow Parking Area without the consent of Lessor.
- 15. Severability.** If any section, subsection, term or provision of this Agreement or application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of the same to the parties or circumstances other than those to which it was held invalid and unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.
- 16. Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the Commonwealth of Pennsylvania.
- 17. Sovereign Immunity.** Nothing in this Agreement is intended, nor shall it be construed or interpreted, to waive or modify the County's immunities and limitations on liability provided for by law in Pennsylvania Statutes Section 76.28, including but

not limited to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541 *et seq.*

18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee.

19. Headings. Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

Attest:

LESSOR:
LANCASTER COUNTY BOARD OF
COMMISSIONERS

Robert T. Still, Chief Clerk

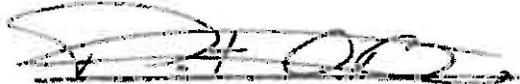
Dennis P. Stuckey, Chairman

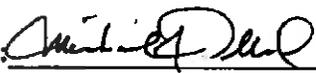
Joshua G. Parsons, Vice Chairman

Craig E. Lehman, Commissioner

Attest:

LESSEE:
SPOOKY NOOK SPORTS, INC.



By:  _____

RESOLUTION NO. 85 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to approve the following budget adjustments:

REVENUE ACCOUNT:

Public Safety Training Center - Training Fees 6469 A2100 42001	<u>\$55,750.00 (+)</u>
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EXPENDITURE ACCOUNT:

Public Safety Training Center - Capital Expenditures 7500 A2100 42001	<u>\$55,750.00 (+)</u>
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I, Robert T. Still, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 2nd day of November, 2016.

ATTEST:

Chief Clerk
County of Lancaster, Pennsylvania
Date: November 2, 2016

11/02/16

This completed document must be submitted to the Chief Clerk by **9:00 am** the **Wednesday** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Craig Elmer
 Department: PSTC
 Date: October 24, 2016

Board Action Requested: Purchase replacement and upgrades for the gas sensors and operation computer for the Burn Building.
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Provider Information: (Name, Address): KFT Trainer, LLC
 17 Philips Parkway
 Montvale, New Jersey 07645

Proposed Program Budget Information:

Service	2016 Amount to be Approved	2014-2015 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Replacement / upgrade gar monitors for burn building	\$37,500.00	n/a	\$37,500.00	100	100
Replacement / upgrade of burn building control room computer	\$18,250.00	n/a	\$18,250.00		
Total	\$55,750.00	n/a	\$55,750.00	100	100

Term of Contract: Remove and replace 3 IR combustible draw sample panels and 3 static units in the three (3) burn rooms with five (5) year warranty and replacement of the control room pc with new pc, windows 10, Wonderware InTouch interface, 24" monitor and wireless printer with one (1) year warranty. Test all to ensure proper operations.

Budget Comments: Revenue generated exceeds of budgeted amount to allow for total payment of requested equipment.

Program Information/Description of Service:

The Gas Monitors for the burn building are essential for both the operations and safety of the users and the system. They constantly monitor the Carbon Monoxide in the structure to maintain a safe operational system; current sensors are 13 years old and have reached there end of service life. The control room PC is also 13 years old and controls all

functions and operations of the burn building and 13 years has exceeded it life expectancy.

Revenue 6469 A 2100 42001 increase \$55,750
 Expense - 7500 A A2100 42001 - \$55,750

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
				2016 revenue - PSTC

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
n/a			

yes

Date you would like the County Commissioners'

To take official action on this item?:

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Craig Elmer - Director

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Craig Elmer - Director

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COVER SHEET
FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Paul Weiss, Parks & Recreation Administrator
 Department: Parks and Recreation
 Date: November 2, 2016

Board Action Requested:
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)
 To approve an increase of \$20 per acre on all 5 farm leases currently managed by the Department of Parks and Recreation.

Provider Information: (Name, Address): See attached

Proposed Program Budget Information:

Service	2017 Amount to be Approved	2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Farm Lease Agreements	\$200	\$180	\$20	11.1%	N/A

Term of Contract: From January 1, 2017 - December 31, 2017 and renewing annually thereafter.

Budget Comments: The 2017 proposed Parks and Recreation budget includes farm lease increases.

Program Information:

Description of Service:

When land was acquired in the past to form the County Parks, some of these parcels included agricultural land. Accordingly, the Parks Department leases 5 tracts of farmland located on Park property to local farmers. This allows us not only to make use of the land but also to bring revenue into the County. It has been our practice to evaluate our lease rates every 3 years, and in doing so this year, we have found that our current rate of \$180 per acre is below the 2016 mean value for leased farmland in Lancaster County. In addition, we have incurred increased tax expenses on these parcels in the last 3 years. Accordingly, it is being recommended that each of our farm leases be increased by \$20 per acre for the 2017 growing season. We will re-evaluate rates again for the 2020 growing season.

Note: If the rate increase is approved, the Commissioners will need to sign each of the 5 lease amendment letters. These letters should then be returned to the Department of Parks and Recreation.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
N/A				

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
N/A			

Date you would like the County Commissioners' To take official action on this item?:

November 2, 2016

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Paul Weiss, Parks & Recreation Administrator

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Paul Weiss, Parks & Recreation Administrator

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Lancaster County Department of Parks and Recreation
 2014 Proposed Farm Lease Rates w/ History

Park/Area	Lease Holder	No Acres	2014 Per-acre rate	2017 Proposed Per-acre rate	Percentage Increase	2017 Proposed Income
Central/Exhibit Farm	Randall Andrews 421 Penn Grant Road Lancaster, PA 17602	27	\$180.00	\$200.00	11.1%	\$5,400.00
Chickies Rock/ Breezy View	Luke Brubaker 740 Union School Road Mount Joy, PA 17552	5.5	\$180.00	\$200.00	11.1%	\$1,100.00
Chickies Rock/ Klinesville	Joseph Hess 505 Anderson Ferry Road Mount Joy, PA 17552	37.2	\$180.00	\$200.00	11.1%	\$7,440.00
Speedwell Forge/ North	Ralph Myer and Sons 2192-A Airy Hill Road Manheim, PA 17545	88.88	\$180.00	\$200.00	11.1%	\$17,776.00
Speedwell Forge/ South	Nathan Myer 170 W. Brubaker Valley Road Lititz, PA 17543	40.55	\$180.00	\$200.00	11.1%	\$8,110.00

COVER SHEET
FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Paul D. Weiss, Parks & Recreation Administrator 
 Department: Parks and Recreation
 Date: November 2, 2016

Board Action Requested: To increase the rental rates paid the five tenants who lease rental properties from the Department of Parks and Recreation.
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Provider Information: (Name, Address): See attached

Proposed Program Budget Information:

Service	2017 Amount to be Approved	2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Tenant Lease Agreements	See attached	See attached	See attached	2.4%	N/A

Term of Contract: From February 1, 2017 – January 31, 2018 and renewing annually thereafter.

Budget Comments: The proposed 2017 Department of Parks and Recreation budget includes the increased rates.

Program Information:

Description of Service:

The Department of Parks and Recreation leases five (5) tenant properties located within Central and Buchmiller Park to private citizens. Every 3 years, the Parks Department examines the rental rates for these properties and proposes lease adjustments accordingly. In 2007, the Parks Department hired a real estate consultant to appraise the rental value of its tenant properties and adjusted rental rates accordingly in 2008. These rates were then adjusted in 2011 and again in 2014 to account for inflationary increases. The Department is proposing another increase to the rental rates for 2017 based upon escalating costs over the past 3 years as reflected in the Consumer Price Index.

Note: If the rate increases are approved, the Board of Commissioners will need to sign the attached letters to each tenant and return them to the Parks Department for mailing.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
N/A				

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source
N/A			

Date you would like the County Commissioners'

November 2 , 2016

To take official action on this item?:

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Paul Weiss, Parks & Recreation Administrator

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Paul Weiss, Parks & Recreation Administrator

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Lancaster County Department of Parks and Recreation
 -2016 Proposed Tenant Rent Increases (for trash hauling)

Tenant	Property	2016 Monthly Rate	2017 Monthly Rate	% Increase	Net Annual Increase
Benay Getz-Moyer	10 Buchmiller Park Drive Lancaster, PA 17602	\$815.00	\$834.00	2.4%	\$228.00
Chris and Susan Hayward	1 Exhibit Farm Road Lancaster, PA 17602	\$671.00	\$687.00	2.4%	\$192.00
Kimberley Dieter	719 Golf Road, South Lancaster, PA 17602	\$835.00	\$855.00	2.4%	\$240.00
Carmen Arce & Mariano Garcia	719 Golf Road, North Lancaster, PA 17602	\$765.00	\$783.00	2.4%	\$216.00
Jesse and Julie Brunner	762 Golf Road Lancaster, PA 17602	\$881.00	\$902.00	2.4%	\$252.00

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into a Contract of Sale of an Agricultural Conservation Easement with the following property owner:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>	<u>Township Share</u>
Evelyn Eby Salisbury Township	Perpetual	\$0.00	\$403,812.00	\$0.00

The Commissioners certify that the Evelyn Eby property, consisting of 112.17 acres, is located in the Agricultural Security Area of Salisbury Township.

I, Robert T. Still, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 2nd day of November, 2016.

ATTEST: _____
Chief Clerk
County of Lancaster, Pennsylvania
Date: _____

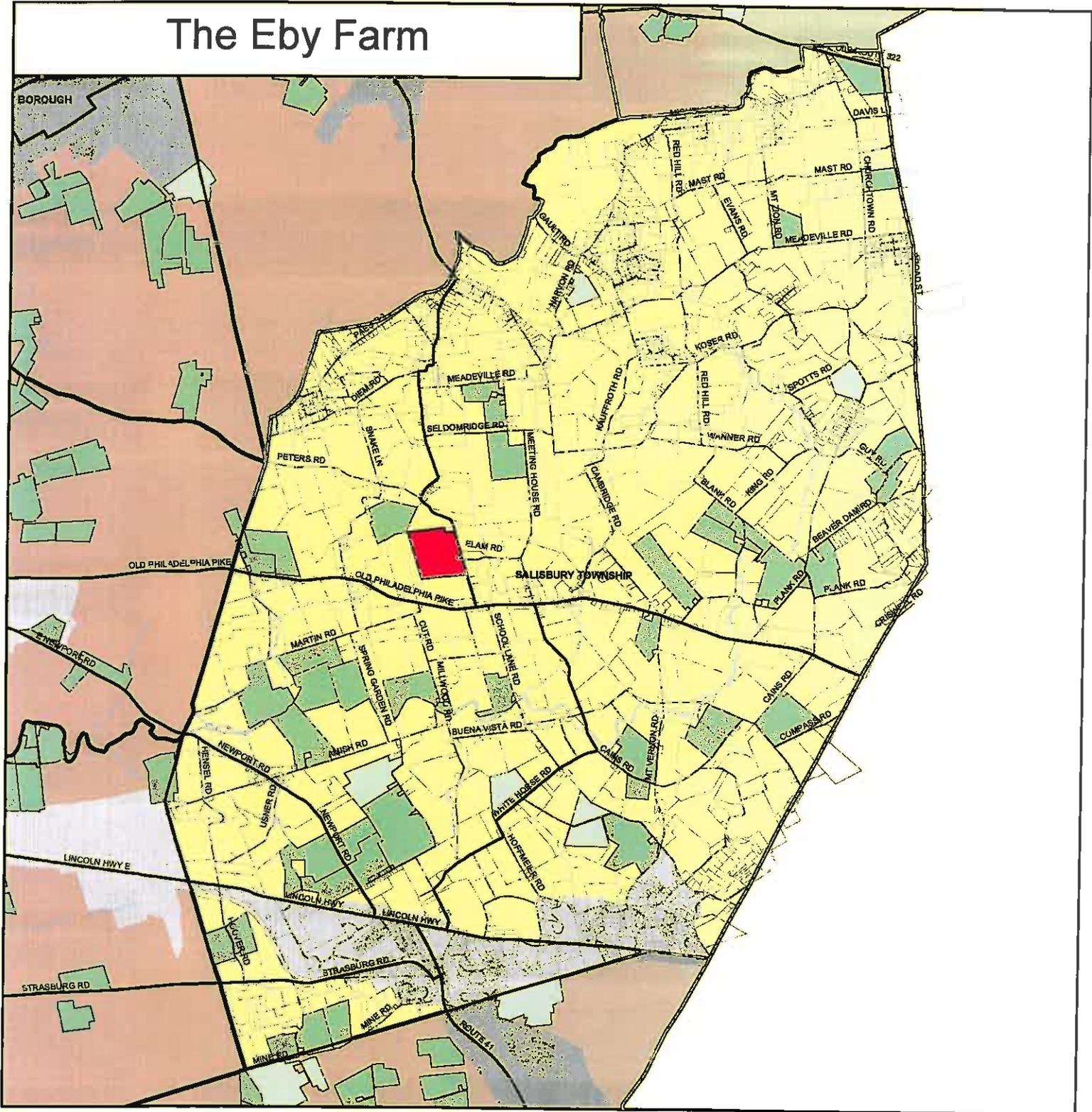
11/02/16

REQUEST SUMMARY

ITEMS FOR COMMISSIONERS' AGENDA ON November 2, 2016
From Agricultural Preserve Board

Item #	Name of Contract Provider	Term	Amount being Requested	Percent of Increase/Decrease	Goals	Trends
1	Agricultural Conservation Easement granted by Evelyn Eby	Duration of easement is perpetual.	<p>\$403,812.00 from the Commonwealth of Pennsylvania</p> <p>Per acre cost of the easement is \$3,600 for the 112.17 acre farm.</p> <p><i>The Appraised Easement Value is \$462,252.57.</i></p> <p><i>The Easement Purchase Price is \$403,812.00.</i></p>	<p>The Easement Purchase Price is 22% more than the 2013-2015 County Average of \$2,897.00/acre.</p> <p>The Easement Purchase Price is 90% of the \$4,000 cap.</p>	<p>100% of soils are in capability classes I-IV.</p> <p>Located within a mile radius of one preserved farm, with a total of 15 or more preserved parcels to located within a 2 mile radius.</p> <p>There are 1,681 acres preserved in Salisbury Township.</p> <p>The Nearest Urban Growth Area is approximately 2.5 miles south of the subject property.</p> <p>Public sewer is located approximately 2.4 miles south of the subject; public water is located more than 3.8 miles north of the subject property.</p>	<p>The Eby family farm is primarily a crop farm.</p> <p>Landowners applied to preserve the farm in 2015.</p> <p>The farm ranked #4 of 189 in the 2015 ranking year.</p>

The Eby Farm



Features

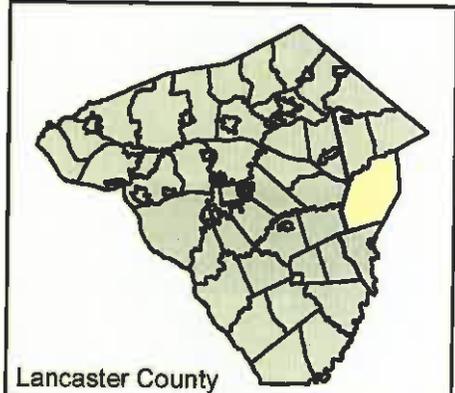
- Eby Farm
- Easements
- Applications
- Water Feature
- Urban Growth Boundary
- Village Growth Boundary
- Major Road
- Minor Road
- Parcel
- Selected Municipality
- Surrounding Municipalities

0 0.3 0.6 1.2
Miles

The Eby Farm
560 - 48701 - 0 - 0000
Salisbury Township
2015-010

Farmland information furnished to the Lancaster County Agricultural Preserve Board, and contained in this data, was obtained from sources considered reliable and believed to be accurate. However, this information is not warranted, and no responsibility for the accuracy of this information is assumed by the Lancaster Agricultural Preserve Board or the Lancaster County Geographic Information Systems Department.

Produced by
 Lancaster County IT - GIS Division
 Bryan Gill
 October 25, 2014



On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Human Resources Department, to approve the following:

Agreement With:

Mazzitti and Sullivan EAP Services
Harrisburg, Pennsylvania

Purpose:

To provide Employee Assistance Program (EAP) voluntary and mandatory services, including referral, evaluation and short-term counseling, to County employees and eligible dependents to assist with a wide range of issues, including personal/emotional, family or marital, financial, legal, chemical dependency, vocational and other problems.

Amount:

\$17.00 per full-time employee per year.

Term:

January 1, 2017 through December 31, 2017.

11/02/16

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR

CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Bill Peters, Human Resources Director
 Department: Human Resources
 Date: 11/2/2016

Board Action Requested: Approve County Employee Assistance Program Contract for 2017
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Provider Information: (Name, Address): Mazzitti and Sullivan
 3207 North Front Street
 Harrisburg, PA 17603

Proposed Program Budget Information:

Service	2017 Amount to be Approved	2016 Amount	Amount Increase/Decrease	Percent Increase/Decrease	Percent Funding Source (Co., State, Fed)
Employee Assistance Program	\$17.00	\$17.00			
	Per Full-Time Employee	Per Full-Time Employee			

Term of Contract: One year - 2017

Budget Comments: Billed Quarterly

Program Information/Description of Service:

Program services for employees and their immediate families for assistance with problems affecting their quality of life such as counseling for drug and alcohol abuse, emotional/personal problems, family or marital problems, financial, legal, vocational and other problems. The employee may voluntarily opt for services or the employer may mandate employees when the problems are related to performance or behavior problems at work. The employee/family members may receive three free sessions continuously after sixty days of non-use.

Other providers were researched and quotes obtained in 2013-2014. Findings indicated that there were no providers with the extensive list of counselors in Lancaster County that Mazzitti and Sullivan provided. Additionally, multiple

providers were significantly more costly while providing less services or number of counselors in the County. Other providers only permitted three free sessions per year.

Overall, Mazzitti and Sullivan has successfully provided a multitude of services to County employees at the best cost. The 2017 rate is the same as what the County paid in 2014, 2015, and 2016. Feedback from employees has been positive.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

Date you would like the County Commissioners'

11/2/2016

To take official action on this item?:

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Bill Peters and Sue Lao

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:

Bill Peters

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings.

Exceptions to this deadline must be approved by the County Administrator.

MAZZITTI & SULLIVAN EAP SERVICES

AGREEMENT REGARDING EMPLOYEE ASSISTANCE PROGRAM SERVICES

BACKGROUND

Mazzitti and Sullivan EAP Services has developed a comprehensive Employee Assistance Program (EAP) that will be available to all **COUNTY OF LANCASTER** employees and their immediate family members (spouse and dependent children).

The Employee Assistance Program has been established as an evaluation and referral type program run through a Central Administrative Office.

AGREEMENT

This Agreement is made effective January 1, 2017, by and between **COUNTY OF LANCASTER** (the plan sponsor), with an office and principal place of business at 150 N. Queen Street, Lancaster, PA 17603 and Mazzitti and Sullivan EAP Services (herein referred to as Mazzitti & Sullivan) with an office situated at 3207 North Front Street, Harrisburg, Pennsylvania 17110.

Whereas, **COUNTY OF LANCASTER** is desirous of providing a program for its employees and their immediate family members, whereby said employees and their immediate family members may have access to assistance with problems affecting their quality of life; and

Whereas, Mazzitti & Sullivan provides a comprehensive employee assistance program of professional evaluation and referral services; and

Whereas, Mazzitti & Sullivan has agreed to provide its comprehensive employee assistance program for the benefit of **COUNTY OF LANCASTER** employees and their family members;

Now therefore, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows:

DEFINITIONS: As used in this Agreement:

1. "Employee" shall mean all individuals employed by **COUNTY OF LANCASTER** on a full-time or part-time basis.
2. "Family Members" shall mean the spouse of a **COUNTY OF LANCASTER** employee, the dependent child of a **COUNTY OF LANCASTER** employee related by blood or marriage, and any other family members residing in the **COUNTY OF LANCASTER** employee's home. Dependent children enrolled in post-secondary educational programs are covered through age 23 1/2.

BASIC EMPLOYEE ASSISTANCE PROGRAM SERVICES

Mazzitti & Sullivan will offer the following services:

A. Direct Services

Evaluations and/or short-term counseling will be provided for employees and family members at our offices located near the work site or home. Each person covered by the EAP is entitled to evaluation and referral services for each occurrence of any problem listed below:

Drug and alcohol, emotional/personal, health related, family/marital, financial difficulties, legal issues, vocational, and other problems considered on a case-by-case basis.

B. Referred Services

Should resolution of the employee/family members presenting problems require more extensive treatment than can be offered through the evaluation/short term counseling segment of the program, employee/family members will be referred to qualified specialists offering the following services:

(1) individual therapy, (2) marriage counseling, (3) group counseling, (4) substance abuse (detoxification, inpatient rehabilitation, intensive outpatient, low-level outpatient, group therapy, aftercare, and self-help), (5) family therapy, (6) psychological evaluations, testing, and treatment (inpatient, outpatient and partial residential), (7) financial counseling, (8) vocational counseling, (9) stress management, (10) planned interventions, (11) legal assistance, and (12) referral to qualified service providers and treatment centers for other significant issues and problems.

C. Program Administration

Mazzitti and Sullivan will set up and administer all aspects of the EAP. All records and files, resources and statistical information will be maintained in our Harrisburg Office. Case management and employee/client follow-up will be performed to help insure the appropriateness and quality of treatment and measure program success.

D. Program Set-Up

1. Mazzitti and Sullivan will provide technical assistance in the following areas:

- a. EAP policy development
- b. Establishment of EAP goals and objectives
- c. Establishment of time frames for achieving goals and objectives
- d. Enlistment of management support for the EAP, its goals and objectives.

In establishing the guidelines for the EAP, Mazzitti and Sullivan will utilize existing **COUNTY OF LANCASTER** personnel policies on substance abuse and mental illness issues and incorporate this into the EAP program policy.

E. Program Publicity and Promotion

For an EAP to be successful, it must be understood and accepted by those it is intended to serve. Mazzitti and Sullivan in cooperation with designated **COUNTY OF LANCASTER** personnel will develop a program of publicity and promotion utilizing a variety of materials and approaches. These may include, but are not limited to the following:

(1) pay check stuffers, (2) posters, (3) newsletter articles, (4) brochures, (5) direct mailings to employee's home, (6) information/orientation meetings with employees by Mazzitti and Sullivan staff.

F. EAP Supervisor Training

Management personnel selected by **COUNTY OF LANCASTER** administration will be trained in depth on EAP policy and procedure; the effects of personal problems on individuals and their families; and how to serve as an effective advocate for the EAP and liaison for assisting employees in accessing the system. Training may be administered by Mazzitti and Sullivan utilizing (1) lectures, (2) film presentations, (3) experiential exercises, (4) written materials designed to reinforce the learning process, (5) questions and comments. Supervisors will be trained along with or in lieu of Supervisory/ Management staff. Mazzitti & Sullivan will provide one supervisory training presentation for each twenty-five identified supervisors/managers. Mazzitti & Sullivan may also provide the training materials to **COUNTY OF LANCASTER** so that the Administration can present this information on its own.

G. Employee Orientations

Mazzitti and Sullivan will conduct one employee orientation workshop (one half-hour each) for each fifty covered employees of **COUNTY OF LANCASTER** if attendance at the sessions is mandatory. Mazzitti & Sullivan will conduct one employee orientation workshop (one half-hour each) for each seventy-five covered employees of **COUNTY OF LANCASTER** if attendance at the sessions is voluntary.

SERVICE DELIVERY

The EAP is designed to help employees with a range of problems affecting their lives and job performance. To insure that employees and their families receive the highest quality and most appropriate services, Mazzitti and Sullivan EAP Services uses a comprehensive network of professionals and treatment centers. We believe that no single service provider is appropriate in all cases. Each client's case is considered on its own merit and each client is given a choice of appropriate treatment options. Personal, family, financial and other considerations are weighted in making recommendations for treatment. All treatment centers and service providers are state licensed or accredited, and each has been credentialed by our staff to meet our strict standards for quality service.

To insure program continuity, Mazzitti and Sullivan will utilize service providers with whom COUNTY OF LANCASTER has existing working relationships.

Note on Service Delivery:

The EAP is not intended to replace the employee/family member's health insurance plan. Any employee or covered family member that has an established treatment relationship with a therapist is encouraged to continue and finish that course of therapy before accessing the EAP for assistance. The EAP does not pay for sessions with a therapist unless they were initiated by an EAP evaluation through Mazzitti & Sullivan. Also, Mazzitti & Sullivan will not pay for any services delivered after the termination date of this contract.

PROGRAM ACCESS

A. Referrals Procedure

The Process used in making a referral to the EAP will come in several forms:

1. EAP Supervisor Referral – Referral made by a trained EAP Supervisor who has been oriented to the EAP process and has a superior working knowledge of EAP process and procedure. Supervisors are advocates and liaisons for the EAP.
2. Self-Referral – Employees who have personal problems that affect everyday life and need help may voluntarily seek help.
3. Family Referral – Family members may access the program at any time for help with personal problems.
4. Co-Worker Referral – These referrals are recommendations to employees by concerned co-workers who know about personal problems related in confidence.

B. Accessibility

Mazzitti and Sullivan EAP Services will provide a toll-free national (800) telephone number for supervisors, employees and their families to use 24 hours a day, 7 days a week to answer questions and help employees to utilize the Employee Assistance Program.

C. Confidentiality

All activities conducted by Mazzitti and Sullivan EAP Services follow the strictest confidentiality standards as designated by state and federal laws. This includes Public Law 92.255 as implemented by Federal Regulation 40FR27802, July 1, 1985 and by s/s 4 and s/s 3 of 222263 (P.L. 221) 71PS1690.101, as well as the federally mandated HIPAA regulations. No information will be released to any source without the completion of a signed release of information form. We maintain all EAP records for a minimum of four years.

PROGRAM SERVICES INCLUDED IN FEE

This program design allows the employee/family member to successfully resolve most problems presented to the EAP through the EAP services. The accessibility of this program design eliminates a major barrier to employees getting necessary treatment or help. It also increases the percentage of successful problem resolution, reduces red tape, and protects confidentiality.

Program Administration included

1. Technical Assistance
2. Policy Support and Development
3. Case Management
4. Follow Up and Performance Reports

Evaluation and Referral Services included

1. Each employee and/or covered family member is entitled to up to 3 sessions with the EAP counselor each time they access services through the EAP. There must be at least a two-month break in service before the employee and/or covered family member can access EAP for additional help.

Program Publicity: Development, Promotion and Distribution included

Annual EAP Supervisory Training included

Annual Employee Orientations included

INTERNET BASED SERVICES

COUNTY OF LANCASTER employees and family members will have access to www.mseap.com. Employees will be able to view the employee orientation video, review frequently asked questions and have e-mail access to case-managers. Supervisors and Managers can download manager mandate paperwork, review available training lists and have e-mail contact with their dedicated case manager.

Each corporate client also has access to the Mazzitti and Sullivan Work/Life Services section of our website. **COUNTY OF LANCASTER** will be given a user name and password, so their employees may access this section. Mazzitti and Sullivan EAP Services has developed a comprehensive database of information, links, and articles on many life management topics to help employees better deal with stress and responsibilities of their day to day lives. Specific areas addressed include: Healthy Living, Finance, Education, Grief and many others.

CRITICAL INCIDENT/STRESS MANAGEMENT

Critical Incident Debriefing or Defusing may be utilized in high-risk areas where individuals are at risk for cumulative or traumatic stress responses. In most cases, it is important to provide debriefings in a timely fashion. Through a network of credentialed mental health Critical Incident Debriefers located throughout Pennsylvania, debriefers can respond to an incident within hours and sometimes minutes. All debriefers are experienced and credentialed and are certified by the International Critical Incident Stress Foundation. Following debriefings, key individuals receive a report with recommendations for any additional follow-up, including post trauma counseling.

CISD services are priced at \$200.00 per hour. There is a two-hour minimum charge for each response.

TRAINING AND ORGANIZATIONAL DEVELOPMENT

As issues impact upon the work site, Human Resource Directors turn to the Employee Assistance Program for expertise and guidance. The changing face of the workforce has presented challenges for companies that were non-existent 25 years ago. In addition to the EAP supervisor training and employee orientation that Mazzitti and Sullivan offers to companies with whom we contract, Mazzitti and Sullivan has developed an entire training portfolio of programs, seminars, workshops and presentations which would be available to **COUNTY OF LANCASTER**. This portfolio currently contains more than 70 different topics with new ones being constantly developed. The most common requests are for trainings on the following topics: stress management, drug and alcohol abuse issues, meeting requirements for federal Department of Transportation regulations on drug testing and treatment, information applicable to Drug Free Workplace Act requirements, conflict resolution, team building, and organizational development. ***Costs for training and organizational development are separate from the contract costs. Pricing information for each program is available upon written request or by calling 1-800-543-5080.***

SUBSTANCE ABUSE PROFESSIONAL SERVICES

Mazzitti and Sullivan can arrange Substance Abuse Professional (SAP) evaluation services as defined in 49 CFR Part 382 US DOT regulations. The SAP will meet the criteria specified in the US DOT regulation and be credentialed by Mazzitti & Sullivan using the same system and criteria that we have established for our network evaluators. The SAP will evaluate all employee drug or alcohol referrals both voluntary and non-voluntary. The SAP will communicate the results of the evaluation and any recommendations for treatment to the employer's designated representative. It will be the responsibility of the SAP to provide case management services for these patients while they are actively participating in any recommended treatment program. With appropriate releases of information, the SAP will communicate with treatment and aftercare providers to ascertain the patient's treatment progress, status and compliance. The SAP will determine the patient's ability to return to work in a CDL or safety sensitive job position. The SAP will also recommend a follow-up drug testing schedule for the patient, which conforms to US DOT guidelines. The SAP will communicate completion/ termination of treatment, results of the return to work evaluation and the recommended follow-up testing schedule to the county's designated representative. Case management services provided by the SAP are in addition to regular case management services provided by Mazzitti & Sullivan EAP staff.

The cost for Department of Transportation evaluations by a qualified Substance Abuse Professional (SAP) is not covered by this agreement. Fees for SAP services are usually paid by the affected employee.

Payment

As consideration for the services rendered to **COUNTY OF LANCASTER** by Mazzitti and Sullivan as set forth in this Agreement, **COUNTY OF LANCASTER** agrees to pay Mazzitti and Sullivan \$17.00 dollars per covered employee per contract year. Under this Agreement, employees and their immediate family members will be covered by EAP. Said sum shall be paid as follows: **on a quarterly basis**. Mazzitti & Sullivan reserves the right to re-open the fee schedule each year by giving sixty days notice in writing to **COUNTY OF LANCASTER** prior to the end of the contract year.

TERM

This Agreement shall be for a term of one year, commencing on January 1, 2017 and ending on December 31, 2017. Either party can terminate this Agreement by giving sixty (60) days written notice to the other party prior to the termination date. In the event that this Agreement is terminated, **COUNTY OF LANCASTER** shall be obligated to pay Mazzitti and Sullivan only for those months in which services were rendered.

DEBTS

Aside from the payment set forth in this Agreement, **COUNTY OF LANCASTER** shall not be held liable for any additional debts incurred by or due and owing Mazzitti and Sullivan or any organization or entity to which Mazzitti and Sullivan refers an employee or family member pursuant to this Agreement. Mazzitti and Sullivan hereby releases, indemnifies, and holds harmless **COUNTY OF LANCASTER**, their directors, officers, agents, employees, and family members from any and all actions, causes of action, claims and demands, damages, cost, loss of services, expenses and compensation on account of or in any way growing out of any debts incurred or charges made in connection with services rendered by Mazzitti and Sullivan.

NOTICES

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

COUNTY OF LANCASTER

E. William Peters
Human Resources Director
COUNTY OF LANCASTER
150 N. Queen Street, Suite 312
Lancaster, PA 17603

To Mazzitti and Sullivan:

Charles Mazzitti
Mazzitti and Sullivan EAP Services
3207 North Front Street
Harrisburg, PA 17110

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior Agreements, statements of understanding, representations and proposals, written or oral, between the parties, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by parties hereto.

WAIVER

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is executed in writing by the party making the waiver.

SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives and successors.

ASSIGNMENT

This Agreement and all rights under it shall be assignable by either party only with the written consent of the other party.

GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of the terms, and the interpretation of the rights, duties, and obligations of the parties.

INVALID PROVISIONS

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed inoperative, unenforceable, or invalid as applied to any particular case, or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case, or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

CAPTIONS

The captions of this Agreement are for convenience only and do not limit or amplify the terms, covenants, and conditions of this Agreement.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first above written.

WITNESS:

COUNTY OF LANCASTER

BY: _____

WITNESS:

MAZZITTI AND SULLIVAN EAP SERVICES

BY: _____

Work Session 11/1/2016

Behavioral Health and Development Services Advisory Board

Appointment: Three year 1st term, November, 2016 through December 31, 2019

Benjamin Horst Bamford

1031 Woods Avenue
Lancaster, PA 17603

Lancaster County resident

Benjamin Horst Bamford

1031 Woods Avenue, Lancaster PA 17603 717-575-6360
bhbamford@gmail.com

STATEMENT OF PURPOSE

Foster successful development initiatives and deliver fiscally beneficial fund-raising outcomes backed by more than 20 years of experience in strategic planning; donor engagement and consensus building; government and community relations; volunteer cultivation; and major annual and capital campaign leadership expertise.

EXECUTIVE SUMMARY

Senior Director with highly successful track record in complex campaign management: adept in negotiations and relationship building; proficient in achievement of timelines and revenue generating goals. Recognized for exceptional organization growth strategies and results as well as the knack to cultivate, motivate and partner with collaborating parties to transition a challenge into a success.

Core Competencies

Strategic Planning and Partnerships	Capital Campaigns
Organizational Leadership	Operation and Project Management
Community Building	Strategic Initiative Introduction
Real Estate Development	Major Gift Cultivation
Team Building and Leadership	Fiscal Planning and Budgeting

Fundraising and Community Relations Experience

Current

2014/15 Campaign Chair - United Way of Lancaster County
Chairman - Lancaster Industrial Development Authority - 1996 to Present
Lancaster Municipal Authority (Assistant Treasurer/Secretary)
Lancaster Township Supervisor 2010-2016 (Currently Chair)
Treasurer - Homestead Village Board of Directors
Lancaster Rotary
Vice Chair - YMCA Foundation
Lebanon Valley College Alumni Scholarship Committee Member
Lebanon Valley College Leadership Council Member
Lancaster City Alliance Economic Development & Planning Executive Leadership Team
Lebanon Valley College Alumni Scholarship Fund Committee Member

Recent Past

Past member - Lancaster Township Strategic Comprehensive Plan Committee Member
Past member and Chair - Lancaster Township Planning Commission Member
Past Treasurer, Mayor's Office of Special Events (appointment by the Mayor)
Past Chairman, Lancaster Family YMCA
Co-Chair, Lancaster Family YMCA \$10,000,000 Capital Campaign
Past Lancaster Township Parks and Recreation Chairman

PROFESSIONAL EXPERIENCE

Lancaster General Health

Managing Director - 2012 to 2014

- Manage and provide direction to teams that oversee more than 130 properties within the health system.
- Direct grants office to acquire funding for various initiatives.
- Oversee all major strategic real estate development projects to advance the mission of the health system.
- Oversee the government affairs department to advance legislative issues concerning healthcare.
- Act as community liaison and be the "face" of various projects.
- Develop strategic initiatives that expand the health system's presence in the community served.
- Manage and direct budgeting aspects of various projects with direct reporting responsibility to CEO.

Strategic Equity Investments, LLC

President - 2010 to 2012

- Initiate and vet new real estate development opportunities to grow the company's portfolio and deliver positive stakeholder value.
- Manage and provide strategic direction to various teams developing hospitality, multi-family, healthcare, single family, commercial/industrial, office and educational construction projects.
- Seek new markets and opportunities within a 12 county area in Pennsylvania.
- Structure financing that includes state and federal tax credits.

High Real Estate Group

Senior Development Manager - 2005 to 2010

- Manage diverse real estate development projects from \$5,000,000 to \$100,000,000 in value.
- Responsible for structuring financing.
- Manage and monitor development progress and costs.
- Negotiate legal agreements.
- Manage internal staff to maximize efficiency.
- Responsible for structuring financing and grant applications to local, state and federal government entities.
- Bottom line responsibility for all managed development projects.
- Manage teams that comprise architects, engineers, construction professionals, land planners, legal and communications counsel, financial analysts and other professionals and support staff to develop and deliver projects at or below pro forma expectations.
- Develop public presentations and act as spokesperson for strategic partnerships
- Manage and structure collaborative processes to build coalitions and gain consensus.
- Work with local, state and federal government elected officials and staff to build financial and political support for various projects.
- Develop and structure applications for grants and tax credits.
- Lead issue advocacy and overall strategic communication for key initiatives.

EG Stoltzfus Construction

Senior Project Manager - 2000 to 2005

- Manage commercial, industrial and residential real estate development from conception to construction.
- Responsible for structuring and securing financing for various commercial, industrial and residential projects.
- Negotiate and monitor owner/contractor agreements and GC/subcontractor agreements.
- Manage commercial division office and field staff.
- Bottom line responsibility for all commercial division projects.

Housing Development Corporation

Development Officer - 1998 to 2000

- Responsible for structuring and obtaining financing for projects or restructuring the financing of existing projects to maximize the economic benefit to the developer/owner and potential investors, while optimizing the ability to obtain other funding.
- Responsible for structuring applications for funding to Federal, state and local government entities.
- Create and deliver presentations to various local, state and federal government entities, community groups and equity partners.

Education

Lebanon Valley College, Bachelor of Science Degree
Master Planner, Lancaster County Planning Commission
Candidate, Certified Commercial Investment Member (CCIM)

Published Articles

- NJPA Real Estate Journal Spring Review: "Working with Stakeholders: The Tools of Smart Growth Development," (March 23-April 12, 2007).
- Area Development Magazine: "Controlling Land Use Challenges," (April/May 2007).
- Real Estate Matters: "Collaboration and Creativity: Thoughtful Approaches to Land Use Yields Community Benefits," Volume 9, Issue 1.

References

Jeffrey Kenderdine, CEO
Lancaster Family YMCA
265 Harrisburg Avenue

Lancaster, Pennsylvania 17603
717-393-9622

Theresa Ditzler
Berkshire Hathaway Homesale Realty
215 S. Centerville Road
Lancaster, Pennsylvania 17603
717-286-9912

Doug Motter, President
Homestead Village
1800 Marietta Avenue
Lancaster, Pennsylvania 17604
717-397-4831

LANCASTER COUNTY COMMISSIONERS' MEETING
AGENDA
NOVEMBER 2, 2016



1. **Meeting Called to Order:** This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. **Pledge of Allegiance**
3. **Minutes as Distributed:** Postpone approval of October 5, 2016 Commissioners' Meeting Minutes, October 12, 2016 Commissioners' Meeting Minutes, October 19, 2016 Commissioners' Meeting Minutes and October 26, 2016 Commissioners' Meeting Minutes.
4. **Old Business:**
 - a. **Re-announcement:**
There will be no Work Session held on Tuesday, November 8, 2016, and there will be no Commissioners' Meeting held on Wednesday, November 9, 2016.
5. **New Business:**
 - a. **Announcements:**
There will be no Work Session held on Tuesday, November 22, 2016.

A Special County Commissioners' Meeting will be held on Tuesday, November 29, 2016, at 6:00 p.m. at the Lancaster County Government Center, 150 North Queen Street Annex, first floor conference room, Lancaster, Pennsylvania, for the purpose of discussing the proposed 2017 County budget and for the purpose of fixing the salaries for the County Controller and Recorder of Deeds for 2018, 2019, 2020 and 2021. Public participation is invited.
 - b. **Presentation of "International Care and Kindness Week" Proclamation**
Barbara McCrary - President of the Pilot Club of Lancaster, Inc.
Judy Harding - Secretary
Jean Weglarz - Parliamentarian
Maurine Smith - Inspirational Leader
Carol Bedford - Board Member

"continued"

County Commissioners' Meeting Agenda
Wednesday, November 2, 2016

- c. **Resolution No. 85 of 2016**
Craig Elmer, Director, Public Safety Training Center
- d. **Public Safety Training Center – Overflow Parking Agreement**
Craig Elmer, Director, Public Safety Training Center
- e. **Department of Parks and Recreation – Amended Farm Leases**
Paul Weiss, Administrator, Department of Parks and Recreation
- f. **Department of Parks and Recreation – Amended Residential Leases**
Paul Weiss, Administrator, Department of Parks and Recreation
- g. **Contract of Sale of Agricultural Conservation Easement**
Matt Knepper, Director, Agricultural Preserve Board
- h. **Human Resources – Agreement**
E. William Peters, Director, Human Resources
Sue Lao, Deputy Director, Human Resources

6. Business from Guests

7. Adjourn



Office of the Commissioner:

150 North Queen Street
Suite #71
Lancaster, PA 1760
Phone: 717-299-830
Fax: 717-293-720
www.co.lancaster.pa.us

County Commissioners
Dennis P. Stuckey, Chairman
Joshua G. Parsons, Vice Chairman
Craig E. Lehman

Chief Clerk
Robert T. Still

PROCLAMATION

"International Care and Kindness Week"

November 6-12, 2016

WHEREAS, Pilot International was founded in Macon, GA in 1921; and

WHEREAS, This nonprofit community service organization's mission is "...to serve Pilot International's humanitarian efforts through charitable, educational, and research programs in communities throughout the world"; and

WHEREAS, Pilot's motto is to "Do More, Care More, and Be More" and strive to serve communities by reaching out to those in need; and

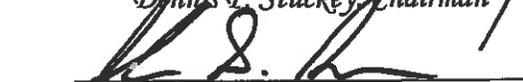
WHEREAS, Pilot International is made up of a diverse group of people who celebrate family caregivers, encourage families and friends to spend time together without cell phones, and support teachers and mentors through notes and drawings from children thanking them for their care and kindness; and

WHEREAS, Pilot International has been true to its mission to serve communities throughout the world for nearly 95 years and has served Lancaster, Pennsylvania since the charter of The Pilot Club of Lancaster, Inc. on May 19, 1947; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, that the week of November 6-12, 2016 be proclaimed as International Care and Kindness Week in Lancaster County and we encourage all those who wish to serve their community to seek opportunities to join Pilot International in fellowship and service.




Dennis P. Stuckey, Chairman


Joshua G. Parsons, Vice Chairman


Craig E. Lehman

Board of Commissioners of
Lancaster County, Pennsylvania



LANCASTER COUNTY ELECTION BOARD

AGENDA

NOVEMBER 4, 2016

10:00 am



1. Meeting Called to Order:
2. Minutes as Distributed: Postpone approval of October 5, 2016 Election Board Minutes and October 12, 2016 Election Board Minutes.
3. Old Business:
4. New Business:
 - a. **Election Board Resolution No. 12 of 2016**
Randall Wenger, Chief Clerk/Registrar, Board of Elections
5. Business from Guests
6. Adjourn

ELECTION BOARD RESOLUTION NO. 12 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, There are vacancies on various election boards in a number of election districts in Lancaster County which remain unfilled; and

WHEREAS, Section 405 of the Pennsylvania Election Code authorizes the County Board of Elections to appoint qualified electors who have been trained by the County to perform the duties of election officers to fill vacancies on election boards that occur within five days of the date of any election; and

WHEREAS, The Board of Elections has a pool of qualified electors who have been trained by the County to perform the duties of election officers and are willing to serve at the general election to be held on November 8, 2016, and desires to make the authorized appointments; and

WHEREAS, Section 404 of the Election Code authorizes the County Board of Elections to appoint a qualified registered elector from the county to serve as an additional machine inspector in any election district in which more than one voting machine is utilized; and

WHEREAS, There are a number of election districts in Lancaster County in which multiple voting machines are used; and

WHEREAS, The Board of Elections desires to appoint qualified registered electors as machine inspectors in those districts in which multiple voting machines are used.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ELECTIONS OF LANCASTER COUNTY PENNSYLVANIA, as follows:

1. Pursuant to Section 405 of the Election Code, the Board appoints the persons identified in Exhibit "A" attached to this Resolution to fill vacancies in the various election boards as more fully set forth in the Exhibit. The appointments shall be valid only for November 8, 2016, the day of the general election. Any election board position filled by appointment herein shall be deemed vacant as of the day following the general election.
2. Pursuant to Section 404 of the Election Code, the Board appoints the persons identified in Exhibit "B" attached to this Resolution as machine inspectors in those election districts where multiple voting machines are utilized, as more fully set forth in Exhibit "B". The appointments shall be valid only for November 8, 2016, the day of the general election.

THIS RESOLUTION has been enacted this 4th day of November, 2016.

Joshua G. Parsons, Chairman

Dennis P. Stuckey, Vice Chairman

Craig E. Lehman

Lancaster County Board of Elections

11/4/2016