

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 12, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 07-168

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 8, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held February 8, 2007 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-169

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR029 :

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR029, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO			
Synagro Midwest Inc.	Land Application/Biosolids	65211919-5301	\$ 87,500.00
Vouchers			
Del Union Educational Svc Cntr	TANF After School Demo	22411601-5348	\$ 12,458.47
CEBCO	Premiums and Claims	60211902-5370	\$ 749,573.49
The James Group	Onbase Maintenance	10011103-5325	\$ 14,734.11
Quandel Group	Const. Management CFOA	43111424-5410	\$ 56,800.00
State of Ohio Treasurer	State Audit	10011102-5301	\$ 6,029.12
B&C Communications	Radio Maintenance	21411306-5325	\$ 5,370.00
Eaton Electrical	Service Contract Renewal	21411306-5325	\$ 7,715.00

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -170

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

The Engineer’s Office is requesting that Jerry Ungashick attend a Preservation & Rehabilitation Conference in Bonita Springs, Florida, February 14-19, 2007, at the cost of \$396.27.

The EMS Department is requesting that EMS Personnel : Larry Fisher, Brian Galligher, Brad Kyser, and Bob Lavender attend a Spring EMA Director’s Conference in Columbus, Ohio March 26-28, 2007, at no cost.

The EMS Department is requesting that 9-1-1 Employees attend a CPR/AED Recertification Class (Cards Only) at the 9-1-1 Center EOC on February 16, 2007, at the cost of \$100.00.

The Code Compliance Department is requesting the Ike Callison, Joe Evans, and Tim Stitt attend a Fire Suppression Seminar in Reynoldsburg, Ohio on March 5-6, 2007, at the cost of \$135.00.

The Sanitary Engineer’s Department is requesting that Shawn M. Sellers attend a Construction Scheduling: Protecting the Bottom Line Conference at the Radisson Hotel in Worthington, Ohio on March 20, 2007, at the cost of \$309.00.

The Environmental Services Department is requesting that Matt Ice attend a Wastewater Workshop at the Midwest Hotel & Conference Center in Columbus, Ohio on February 13-14, 2007, at the cost of \$285.00.

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The Environmental Services Department is requesting that Marshall Yarnell attend a Wastewater Workshop at the Midwest Hotel & Conference Center in Columbus, Ohio on February 13-14, 2007, at the cost of \$285.00.

The Environmental Services Department is requesting that Marty Bell attend a Workshop at the University Plaza Hotel in Columbus, Ohio on February 13, 2007, at the cost of \$100.00.

The Sheriff’s Department is requesting that Jeff Bessinger attend a Reid Technique of Interview & Interrogation in Dayton, Ohio on February 13-15,2007, at the cost of \$630.00.

The Sheriff’s Department is requesting that Rusty Yates attend a Reid Technique of Interview & Interrogation in Dayton, Ohio on February 13-15,2007, at the cost of \$630.00.

The Sheriff’s Department is requesting that Kevin Barbeau attend a Reid Technique of Interview & Interrogation in Dayton, Ohio on February 13-15,2007, at the cost of \$645.00.

The Sheriff’s Department is requesting that John Dillon attend a Reid Technique of Interview & Interrogation in Dayton, Ohio on February 13-15,2007, at the cost of \$645.00.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-171

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM CROWN POINT INC. DBA CROWN SPORTS LOUNGE AND PATIO TO CAPITAL CITY SPORTS AND SPIRITS INC. DBA CROWN SPORTS LOUNGE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Capital City Sports and Spirits Inc. DBA Crown Sports Lounge and Patio has requested a transfer of D5 and D6 permits from Crown Point Inc. DBA Crown Sports Lounge and Patio both located at 4060 Presidential Pkwy Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-172

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM THOMAS & KING INC. DBA APPLEBEES NEIGHBORHOOD BAR AND GRILL AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Thomas & King Inc. DBA Applebees Neighborhood Bar and Grill has requested new D5 permit located at 9762 Sawmill Pky Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-173

IN THE MATTER OF APPROVING A PLAT FOR WILLOW CREEK SUBDIVISION SECTION 2:

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It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Willow Creek Subdivision, Section 2

Situated in the Township of Harlem, County of Delaware, State of Ohio and being part of Farm Lot D, Quarter-Township 2, Township 3, Range 16 in the United States Military Lands. Being a subdivision of 10 acres, being all of an original 10 acre tract owned by Webster Building Company as recorded in Official Records Volume 703, Page 1742 in the Delaware County Recorder's Office. Coat of \$12.00.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-174

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR WILLOWBROOK FARMS SECTION 1 :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following agreements:

Willowbrook Farms Section 1

THIS AGREEMENT executed on this 12th day of February, 2007, between **605 INVESTMENTS, LLC** as evidenced by the **WILLOWBROOK FARMS SECTION 1, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/10/06, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-THREE THOUSAND SEVEN HUNDREDDOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the

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County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-175

IN THE MATTER OF APPROVING THE PURCHASE OF MEDICAL EQUIPMENT NECESSARY TO SUPPORT THE NEWLY ADOPTED MEDICAL PROTOCOLS:

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, new protocols for emergency medical service were developed and adopted by Delaware County Emergency Medical Services; and,

WHEREAS, the Delaware County Medical Director, Dr. Curt Ramey, reviewed and adopted these new procedures for use in Delaware County; and,

WHEREAS, these new protocols require the purchase of specialized medical supplies and training equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the purchase of this specialized medical equipment and training equipment to ensure that patient care is not compromised from Nightingale Alan Medical, Inc. at a not to exceed cost of \$12,701.00.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-176

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED BELOW:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours

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Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
La Petite Academy 1325 E. Walnut Street Westerville, Ohio 43081	Infant	\$169.90	\$ 0.00	\$ 8.76
	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	School Age	\$102.38	\$ 71.99	\$ 5.39
	Before & After School	\$ 94.00	\$ 71.99	\$ 5.39
	Before School	\$ 75.00	\$ 71.99	\$ 5.39
	After School	\$ 80.00	\$ 71.99	\$ 5.39
Kindercare Learning Center #1680 5900 Innovation Drive Dublin, Ohio 43017	Infant	\$169.90	\$ 134.21	\$ 8.76
	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	School Age/Before & After School	\$102.38	\$ 71.99	\$ 5.39
	Before or After School	\$ 89.00	\$ 71.99	\$ 5.39
Delaware Joint Vocational School 1610 St. Rt. 521 Delaware, Ohio 43015	Infant	\$138.00	\$ 93.00	\$ 8.76
	Toddler	\$123.00	\$ 82.00	\$ 6.39
	Preschool	\$108.00	\$ 72.00	\$ 5.84
	School Age/Before &	\$100.00	\$ 67.00	\$ 5.39
YMCA School Age Child Care 1640 Sandalwood Place Columbus, Ohio 43229	Before School	\$28.84	\$ 28.84	\$ 5.39
	After School	\$38.14	\$ 38.14	\$ 5.39
	Before & After	\$66.98	\$ 66.98	\$ 5.39
	Kindergarten AM	\$14.42	\$ 14.42	\$ 5.39
	Kindergarten PM	\$19.07	\$ 19.07	\$5.39
	Kindergarten AM & PM	\$33.49	\$ 33.49	\$5.39
	Summer Camp (8:30 - #:30)	\$102.38	\$ 71.99	5.39
	(7:00-8:30 am)	\$17.00	\$ 17.00	5.39
	(3:30-6:00 pm)	\$26.00	\$ 26.00	5.39

Child Care Provider		Full	Part Time	Hourly
YWCA-FOUSE 5800 S. Old 3-C Hwy Westerville, Ohio 43082	School Age			
	Before School	\$ 37.00	\$ 37.00	\$ 5.39
	After School	\$ 48.00	\$ 48.00	\$ 5.39
	Before & After School	\$ 75.00	\$ 71.99	\$ 5.39
YWCA-Whittier School Age Child Care Program 130 E. Walnut Street Westerville, Ohio 43081	School Age			
	Before School	\$ 37.00	\$ 37.00	\$ 5.39
	After School	\$ 48.00	\$ 48.00	\$ 5.39
	Before & After School	\$ 75.00	\$ 71.99	\$ 5.39

Child Care Provider	Infants	Toddlers	Preschool	School
Leslie Kanniard 358 Houk Road Delaware, Ohio 43015	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly
Erin Coomes 109 Saddle Tree Court Delaware, Ohio 43015	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly
Mary Bennett 160 White Elm Drive Delaware, Ohio 43015	\$ 99.06 Full	\$ 93.39 Full	\$ 89.09 Full	\$ 78.72 Full
	\$ 64.62 Part	\$ 61.97 Part	\$ 57.71 Part	\$ 53.12 Part
	\$ 3.82 Hourly	\$ 3.66 Hourly	\$ 3.47 Hourly	\$ 2.53 Hourly
Elizabeth Terry	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full

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284 E. High Street Ostrander, Ohio 43061	\$ 86.16 Part \$ 5.09 Hourly	\$ 82.62 Part \$ 4.88 Hourly	\$ 76.94 Part \$ 4.63 Hourly	\$ 70.82 Part \$ 3.37 Hourly
Veronica McClaskey 3 South Central Avenue Ashley, Ohio 43003	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Janet Daniel 76 Tabilore Loop Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Melody Emmons 2369 S. Section Line Road Delaware, Ohio	\$ 79.25 Full \$ 51.70 Part \$ 3.05 Hourly	\$ 74.71 Full \$ 49.57 Part \$ 2.93 Houly	\$ 71.27 Full \$ 46.16 Part 2.78 Hourly	\$ 62.98 Full \$ 42.29 Part \$ 2.02 Hourly

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-177

IN THE MATTER OF APPROVING A PERSONNEL ACTION:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Patti Clements from the Department of Job and Family Services has accepted a promotion to Social Services Supervisor, Intake Division; effective date February 12, 2007.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-178

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS AT KINSALE VILLAGE PHASE 1, KINSALE VILLAGE PHASE 2, PARK PLACE VILLAGE SECTION 2, GOLF VILLAGE NORTH COMMERCIAL, GOLF VILLAGE NORTH P/S, F/M, & GRAVITY LINE, LITTLE BEAR VILLAGE 1a & 1b, AND MEADOWS AT SCIOTO RESERVE:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Kinsale Village Phase 1	2,022 feet of 8 inch sewer	9 manholes
Kinsale Village Phase 2	714 feet of 8 inch sewer	2 manholes
Park Place Village Section 2	1,072 feet of 8 inch sewer	5 manholes
Golf Village North Commercial	1,842 feet of 8 inch sewer	6 manholes
Golf Village North P/S, F/M & Gravity Line	873 feet of 8 inch sewer 401 feet of 10 inch sewer	6 manholes
Little Bear Village 1a & 1b	7,080 feet of 8 inch sewer	45 manholes
Meadows at Scioto Reserve	2,580 feet of 8 inch sewer	10 manholes

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-179

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR TUSSIC STREET ROAD:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Tussic Street Road for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

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RESOLUTION NO. 07-180

IN THE MATTER OF DESIGNATING AUTHORITY TO THE DIRECTOR OF ENVIRONMENTAL SERVICES TO SUBMIT PERMITS AND OPERATING REPORTS TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following:

- WHEREAS, the Ohio Environmental Protection Agency (OEPA) has issued the Board of Commissioners several National Pollutant Discharge Elimination System permits for the County’s water reclamation facilities, and
- WHEREAS, These permits require the Board to submit monthly operating reports, permit renewal requests, and Permit to Install requests to the OEPA.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the Director of Environmental Services or in his absence, the Sanitary Engineer, to submit monthly operating reports, permit renewal requests, and Permit to Install requests to the OEPA on behalf of the Board.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-181

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Larry Eley from Environmental Services is requesting a Leave With-Out-Pay and is going to utilize “Temporary Total” through Workers Comp rather than accrued leaves ; effective dates of February 10-April 13, 2007.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-182

IN THE MATTER OF ORGANIZING AND APPOINTING REPRESENTATIVES FOR THE VARIOUS DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS FOR 2007:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

- WHEREAS, The Board of County Commissioners, Delaware County, is responsible to make appointments to various boards, councils, and committees; and
- WHEREAS, The Board of County Commissioners, Delaware County, shall appoint individuals to the various Tax Incentive Review Councils for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, to appoint the following to the various Tax Incentive Review Councils.

Delaware County / City of Delaware Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor
- Windell Wheeler, Mayor, City of Delaware
- R. Thomas Homan, City Manager, City of Delaware
- Dean Stelzer, Finance Director, City of Delaware
- Chris Blue, Treasurer or Rebecca Jenkins, Interim Treasurer, Delaware City School
- Chris Bell, Treasurer, Delaware Area Career Center
- Carl E. Johnson, PPG Industries
- Frank Reinhart, Delaware County Bank
- Dave Cannon, Delaware County Administrator

Delaware County / Orange Township Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- John M. Cassady, Orange Township Trustees

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- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Susan Ozmeral, KeyBank
- Joseph Schaefer, Orange Township

Delaware County / Berlin Township Enterprise Zone & Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- Ken O'Brien, Berlin Township Representative
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Susan Ozmeral, KeyBank
- Mike Dickey, Berlin Township Representative

Delaware County / Village of Sunbury Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Village of Sunbury Administrator or Village Representative
- David Brehm, Village Attorney, Village of Sunbury
- Superintendent or Designee, Big Walnut Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Brent Jacobson, Manager, Fifth-Third Bank

Delaware County / Village of Ashley Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- David Knape, Village Council, Village of Ashley
- Cheryl Friend, Village Council, Village of Ashley
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Buckeye Valley Local School District
- Jane Rutan, Delaware County Bank & Trust

Delaware County / City of Westerville Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Economic Development Coordinator or Designee, City of Westerville
- Superintendent or Designee, Westerville City School District
- Brent Jacobson, Manager, Fifth-Third Bank
- City of Westerville Representative

Delaware County / Berlin / Liberty Townships Tax Increment Financing District TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Tim McNamara, Berlin Township
- Mike Dickey, Berlin Township
- Curt Sybert, Liberty Township Representative
- John Bernans, Liberty Township Representative

Delaware County/Liberty Township Enterprise Zone & Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust

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- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Curt Sybert, Liberty Township Representative
- John Bernans, Liberty Township Representative
- Susan Ozmeral, KeyBank

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-183

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND
SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Supplemental
Appropriation

25822305-5120	Day Reporting Grant/PERS	(1,583.84)
25822305-5131	Day Reporting Grant/Medicare	(92.34)
25822305-5102	Day Reporting Grant/Workers Comp	(51.30)
25822305-5101	Day Reporting Grant/Hospital Insurance	(3,425.40)
25822305-5001	Day Reporting Grant/Compensation	(3,647.12)

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-184

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS
OF DELAWARE, KNOX, MARION, & MORROW JOINT SOLID WASTE MANAGEMENT
DISTRICT AND THE DELAWARE COUNTY COMMISSIONERS FOR CRLPO SERVICES:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

AGREEMENT FOR IMPLEMENTATION

CRLPO SERVICES

This agreement made the ____ day of January 2007, effective the same date, is executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware Knox Marion Morrow Joint Solid Waste Management District (the “District” or “DKMM”) with offices at 222 South West Center Street, Marion, Ohio 43302-3646 and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio,

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring that counties organize into solid waste districts and that the districts become responsible for managing and reducing their solid waste.

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on August 18, 2006.

WHEREAS, ORC 3734.53 and the approved solid waste management plan, as amended, allow the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district’s scrap tire & household hazardous waste collection program, the district’s annual appliance round up, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

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The District agrees to contract with each Board of County Commissioners the amount of funds as set forth in **Exhibit #1** for fulfillment of obligations listed in **Exhibit #2** from the amended District Plan.

2. Term

The term of this agreement shall commence on January 1, 2007 and terminate on the 31st day of December 2007.

3. Payments

The District shall disburse the contract funds per County as described in **Exhibit #1** 50% January 2007, 25% July 2007 and the final 25% September 2007. A lien shall be filed, pursuant to a UCC financing statement filed in accordance with the Agreement, as or Addendum there to signed by both the District and the County, against any equipment or machinery purchased with any portion of District funds (Please see **Exhibit #4.**) Said lien shall remain in place indefinitely, where District funds have been used.

4. Reporting

The Board of County Commissioners agrees to file a copy of their quarterly and annual program status reports with the District and on forms prescribed by the District (see **Exhibit #3**). These reports are due within forty-five days following each quarter of the year. The Board of Commissioners understands that the President of the Board of County Commissioners shall sign the program status reports.

5. Remittance

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 15 annually. The District will remit any unused funds into the Reimbursements account #91724427 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #4** is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #91724427 for future use by the District.

6. Termination

This agreement may be terminated by the District upon the occurrence of any of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, B) improper use of District funds for items other than are listed in Section V the District Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

7. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, that then this issue shall be referred to Board of Directors for final resolution.

8. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-185

**IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT BETWEEN THE
DELAWARE COUNTY COMMISSIONERS AND SEQUEL, LLC AS FOLLOWS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Agreement for the Release and Settlement of Claims

This Agreement for the Release and Settlement of Claims is made and entered into as of the effective date as

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herein defined ("Effective Date") by and between Sequel, LLC., (Sequel) who is "the Plaintiff" herein, and Delaware County, Ohio, the Board of Commissioners of Delaware County, Ohio and the Delaware County Sanitary Engineer (jointly "Delaware County" herein). The parties fully and completely settle all of their respective rights, duties, and claims for damages or other relief that each has or may have arising out of or related to or in any manner resulting from the events and circumstances asserted in the pending civil action, Case Number 06-CVH-06-0586 (Delaware County Common Pleas Court), involving Plaintiff and Delaware County and various offices and officials as Defendants, (the "Complaint") and all other claims related to issues pertaining to the dispute herein as follows:

Recitals:

WHEREAS, Delaware County, including, but not limited to, various officers and agencies of Delaware County have asserted rights regarding Plaintiff's property relating to sanitary sewer fees and connection charges and have placed a special assessment on Plaintiff's real estate tax bill for real estate known as 1490 Manning Parkway, Powell, Ohio;

WHEREAS, the Plaintiff has asserted various defenses regarding the right of Delaware County to impose and collect such fees and charges resulting in Plaintiff's filing its civil action against Delaware County arising out of the circumstances and events alleged therein;

WHEREAS, The foregoing is a summary of the events or circumstances which serve as the basis of the existing controversy, but such recitals are not intended to be a complete recital of all relevant facts and events nor shall the sufficiency and completeness of such recitals be construed in any way to invalidate the effectiveness of the Release Agreement. The subject matter of this Release Agreement pertains to all events, occurrences, and circumstances alleged in the Complaint and in the civil action and all those which pertain thereto or may arise therefrom but is not exclusive to those and also applies to any claims including unrelated claims.

WHEREAS, no party, by and entering into this agreement, in any way admits wrongdoing against any other party; and.

WHEREAS, the parties mutually desire to settle all differences between them without further litigation;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

1. In order to settle and resolve all controversy between the parties arising out of or in any way related to the events and circumstances alleged in the Complaint, Plaintiff has agreed to make payment of \$737.44 for any connection fees or other past due fees. In exchange therefore, Delaware County does hereby release and discharge Plaintiff of and from any liability, claim or demand that it has or may have arising out of the dispute involving sewer connection, tap fees or related charges or other past due sewer fees and charges for the real estate known as 1490 Manning Parkway, Powell, Ohio, and will release any and all existing liens regarding the dispute over sanitary sewer fees or any alleged past due amount by submitting the proper documents to the Delaware County Auditor;
2. Each party to this Agreement warrants to the other party that each has full capacity, power and authority to enter into and perform this Agreement according to its terms and that the signatory executing this Agreement on behalf of such party is fully authorized to act on behalf of such part
3. This Agreement supersedes all prior Agreements, proposals, discussions and understandings between the parties and constitutes the whole of the Agreement between the parties. It is intended to be a full and final resolution of the dispute and all related facets thereof. This document may be duplicated and copies of this Agreement shall carry the same force and effect as the original. Upon ratification by the proper appointing authority the Plaintiff will dismiss its Complaint with prejudice. Thereafter, each party, themselves and their respective successors and assigns, shall comply with this Agreement and shall indemnify the other and its respective successors, assigns, agencies, and employees from any claim subsequently asserted by one party against the other arising from the matters subject of this Release Agreement or from a material violation of this Agreement.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-186

IN THE MATTER OF APPROVING THE RATE OF COMPENSATION FOR OUTSIDE LEGAL COUNCIL TO ASSIST THE PROSECUTING ATTORNEY:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

WHEREAS, the Court of Common Pleas, General Division, has approved the joint request by the Board of County Commissioners and Prosecuting Attorney to employ legal counsel to assist the Prosecuting

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Attorney, and

WHEREAS, the Board of Commissioners wishes to establish the rate of compensation of such counsel previously identified by the Board of Commissioners, then

THEREFORE, be it RESOLVED, the Board of Commissioners approves the rate of compensation reflected in Exhibit A, attached hereto and incorporated herein.

EXHIBIT A

Downes, Hurst and Fishel: One Hundred Sixty Dollars (\$160.00) per hour for Partner, One Hundred Thirty Dollars (\$130.00) for Associate, Law Clerk and/or Legal Assistant

Squire, Sanders and Dempsey L.L.P.: Three Hundred Thirty Five Dollars (\$335.00) per hour for Partner, Two Hundred Forty Dollars (\$240.00) per hour for Associate and One Hundred Sixty Five Dollars (\$165.00) per hour for Legal Assistant

Scott, Scriven & Wahoff: One Hundred Ninety Dollars (\$190.00) per hour for Partner, One Hundred Fifty Five Dollars (\$155.00) for Associate, and One Hundred Dollars (\$100.00) for Legal Assistant

Shoemaker, Howarth & Taylor, LLP: One Hundred Seventy Five Dollars (\$175.00) per hour for Partner and One Hundred Twenty Five Dollars (\$125.00) per hour for Associate

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-187

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:28AM.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-188

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:30AM.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-189

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 1:00 PM.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-190

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 3:40 PM.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

There being no further business, the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners