

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 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. 07-456

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 16, 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 April 19, 2007, as contained in the county’s official electronic recordings of the proceedings

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

RESOLUTION NO. 07-457

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0418 :

It was moved by Mr. Ward , seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0418 and Purchase Orders and Vouchers as listed below:

Purchase Orders			
<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
General Maintenance	Channing St. Roof	40111402-5410	\$ 11,893.00
EMH&T	Inspection Services	66211902-5301	\$ 100,000.00
K O K Products Inc.	Chemicals/Alum Creek	66290402-5290	\$ 9,743.50
K O K Products Inc.	Chemicals/OECC	66290302-5290	\$ 12,573.60
Office City Express Inc.	Office Furniture/Econ. Dev.	10011102-5265	\$ 5,060.00
Office City Express Inc.	Office Furniture/Econ. Dev.	10011102-5255	\$ 2,350.00
Medtronic Physio Control	Maintenance Agreement	10011303-5325	\$ 12,905.00
Liberty Twp. Fire Dept.	EMS Runs for 2007	10011303-5345	\$ 180,000.00
Downes, Hurst & Fishel,			
Attys	Professional Legal Services	10011303-5301	\$ 10,000.00
Jeff Cutlip Site Development	Coomer Ditch Construction	40311418-5430	\$ 105,000.00
Increases			
W.D. Tire Service		10011106-5228	\$ 500.00
ASCP Board of Registry		22311611-5350	\$ 50.00
Misty Darst		22411601-5350	\$ 4,000.00
Sandra McConnell		22411610-5348	\$ 10,000.00
Vouchers			
Eckerd Youth Alternatives	Residential Treatment	22511607-5342	\$ 5,460.00
Eckerd Youth Alternatives	Residential Treatment	22511608-5342	\$ 6,825.00
Verizon North	Serv./County Offices	10011105-5330	\$ 1,348.02
Verizon North	Serv./Orange Twp. Substation	10011105-5330	\$ 146.63
Verizon North	Serv./Scioto Twp. Substation	10011105-5330	\$ 171.00
Gardner architects	Design/Halls Renovation	40111402-5410	\$ 7,470.00
Treasurer, State of Ohio	State audit	10011102-5301	\$ 12,584.88
OSU Extension	2nd. Quarter Appropriation	10011102-5601	\$ 68,750.00
Central Fire	Fire Protection/CFOA	43111424-5410	\$ 11,631.56
Central Fire	Fire Protection/CFOA	43111424-5410	\$ 22,001.80
Thomas Glass	Windows/CFOA	43111424-5410	\$ 76,521.92
ACI	Site Work/CFOA	43111424-5410	\$ 24,635.71
ACI	General Trades/CFOA	43111424-5410	\$ 356,016.56
Royal Electric	Electric/CFOA	43111424-5410	\$ 162,152.19
Treasurer	ACI Gen Trades Retainage	43111424-5410	\$ 13,484.23
Treasurer	ACI Site Work Retainage/CFOA	43111424-5410	\$ 591.17

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2007

Treasurer	Thomas Glass Retainage CFOA	43111424-5410	\$	6,654.08		
Treasurer	Central Fire Retainage/CFOA	43111424-5410	\$	2,924.64		
Treasurer	Royal Retainage/CFOA	43111424-5410	\$	2,978.00		
Synergy Mechanical						
Contractors	Service Agreement Contract	10011105-5325	\$	7,670.00		
Jeff Cutlip	Comer Ditch Construction	40311418-5430	\$	70,310.93		
Vote on Motion:	Mr. Evans	Aye	Mr. Ward	Aye	Mr. Jordan	Aye

RESOLUTION NO. 07-458

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Victims Assistance is requesting that Patricia Martin attend the “Two Days in May” Victims Assistance Conference in Columbus on May 7-8, 2007, at a cost of \$25.00

Economic Development is requesting that John Barron attend a tour/meeting in Dallas Texas on April 26-27, 2007, at a cost of \$535.00

911 is requesting that Kelly Stojkov and Yvette Hatten attend Leads System Training in Columbus, on May 24, 2007, at no cost.

JFS is requesting that Mona Reilly attend the Pinwheel Recognition at Northpoint Conference Center on April 26, 2007, at a cost of \$35.00

Emergency Services is requesting that Jim Ward, Dave Cannon, Larry Fisher, and John Donahue attend the Interoperability Academy in Minneapolis on May 16-18 at a cost of \$2550.00

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

RESOLUTION NO. 07-459

IN THE MATTER OF APPROVING A PERSONNEL ACTION:

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

Elizabeth Jones has accepted the position of Social Services Worker I with a start date of April 23, 2007

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

RESOLUTION NO. 07-460

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND POHLER AND ASSOCIATES FOR DEBT COLLECTION SERVICES

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

Pohler and Associates, LLC, an Ohio corporation located at 3256 Henderson Road, Columbus, Ohio 43220, (hereinafter referred to as “Consultant”) and the County of Delaware (hereinafter referred to as “Client”) enter into this agreement by which Consultant will act as an independent contractor to recover certain monies due the Client arising from certain credit accounts owned by the Client (hereinafter referred to as “Agreement”). Client and Consultant agree as follows:

1. Client will from time-to-time refer to Consultant on a non-exclusive basis certain accounts for the purpose of collecting unpaid balances legally due and owing Client (hereinafter referred to as “Accounts”). At any time, Client may revoke the referral and resume management of any Account(s). Consultant will promptly cooperate with any such request.
2. Consultant will employ best efforts and care in attempting to collect Accounts.
3. Client will pay Consultant for services rendered pursuant to this Agreement in accordance with the agreed upon contingency fee of 14% of the amount collected. Should an Account require litigation, Consultant shall notify Client within a reasonable amount of time. Should Client desire Consultant represent Client in any litigation with respect to an Account, Consultant understands and agrees that Client must first seek approval for the employment of counsel pursuant to section 305.14 of the Ohio Revised Code.
4. Consultant agrees to comply with the Federal Fair Debt Collection Practices Act, 15 U.S.C. 1691 et seq., and all debt collection laws.
5. Consultant will keep up-to-date records of all activity in connection with Accounts given to Consultant for collection, including but not limited to all monies collected on behalf of Client.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 19, 2007

- 6. Consultant will not make lump sum or other settlement with an Account debtor or his or her representative for less than the amount owed on an Account, without prior approval from the Client, unless otherwise agreed upon.
- 7. Consultant agrees to defend, hold harmless, and indemnify Client, employees, officers, directors, and agents against any and all claims, actions, liabilities, and losses arising out of any actual or alleged violation of any federal, state or local statute, regulation or rule resulting or claimed to result in whole or in part from any actual or alleged unauthorized or wrongful collection activity by Consultant. Consultant agrees to maintain an appropriate malpractice policy and will give immediate notice of any termination of, or cancellation of the policy.
- 8. This contract contains the entire agreement between Client and Consultant, and no modification, alteration, or amendment hereof will be binding upon Client unless in writing and signed by an authorized agent of Client. This Agreement will be governed by and construed under the laws of the State of Ohio without regard to conflict of laws.
- 9. The effective date of this Agreement is March 1, 2007, and shall continue in full force and govern all transactions between the parties until canceled or terminated in accordance with its terms. It is agreed that either party has the privilege to terminate this Agreement at any time upon written notice to the other at least 30 days before the termination date. Upon termination or revocation of referral of any Accounts, Consultant will cease all activity on such Accounts, and, in all litigated matters, unless otherwise agreed upon by the parties.
- 10. Notwithstanding the right of Clients and/or Consultant to terminate this Agreement, it is expressly understood and agreed that paragraphs 7 and 8 shall survive any termination of this Agreement and remain in full force and effect.
- 11. The Accounts given to Consultant and any and all documents pertaining thereto will at all times remain the property of Client. Upon termination of this Agreement or withdrawal of accounts, Consultant will immediately turn over to Client all papers and documents relating to such Accounts. Client agrees to pay a reasonable fee for copying of Consultant’s work product in such event.

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

RESOLUTION NO. 07-461

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 9:50 AM.

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

RESOLUTION NO. 07-462

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans , seconded by Mr. Ward to adjourn out of Executive Session at 11:48 AM.

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward