

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 2, 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

7:30 PM County's FY 2007 CDBG Program Public Hearing # 2

PUBLIC COMMENT

The Mayor of Delaware City announced that City Council approved the 911 consolidation agreement on July 2, 2007.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 07-788

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 28, 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 June 28, 2007 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-789

IN THE MATTER OF APPROVING A CONSOLIDATION AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE:

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

CONSOLIDATION AGREEMENT

THIS AGREEMENT is entered into between the Delaware County, Ohio Board of County Commissioners and the City of Delaware, Ohio pursuant to the authority of O.R.C. Sections 9.60, 307.15, 307.63 and 4931.40 to 4931.54 which provide, *inter alia*, that (a) municipal corporations may enter into contracts with any governmental entity to provide fire protection or emergency medical services; (b) counties may enter into agreements with the legislative authority of any municipal corporation, whereby the county undertakes, and is authorized by the county's board of commissioners, to exercise any power, perform any function, or render any services, on behalf of the board that the county or the board may exercise, perform or render; and (c) every emergency service provider that provides emergency service within the territory of a county-wide 9-1-1 system shall participate in the countywide system; and Section 5 of the Delaware City Charter which authorizes contracts with other governmental subdivisions in relation to the performance of the functions of the City.

WHEREAS, the City and County are committed to providing the highest quality emergency communications service to City and County residents in the most efficient and expeditious manner possible; and

WHEREAS, THE City and County currently maintain separate 9-1-1 service, a system by which individuals can request emergency service using the telephone number 9-1-1; and

WHEREAS, the City and County believe that consolidation of 9-1-1 services in the near term will better serve City and County residents; and

WHEREAS, the City and County intend to consolidate such services under this agreement and the representatives of the parties have agreed that a Consolidation Agreement be ratified by the parties on or before July 16, 2007; and

WHEREAS, the Sheriff of Delaware County has participated in the discussions leading to the 9-1-1 consolidation which is the subject of this Agreement and the City, County and Sheriff have made certain commitments in connection with the agreement to consolidate. These commitments are contained in a separate agreement, Addendum C to this Agreement.

NOW THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

1. No later than ten (10) months after the establishment of the 9-1-1 Board (hereafter "the Board"), the City of Delaware will terminate its 9-1-1 service and dispatch facility that it operates at 70 North Union Street,

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Delaware, Ohio and thenceforth there will be only one countywide 9-1-1 system. The County shall, at its cost, insure that the necessary technology will be present to achieve consolidation, including, without limitation, the technology to connect the 9-1-1 Center to the City's fire and police departments. Delaware County agrees to assume the costs of, and not seek reimbursement from the City of Delaware for, expenses incurred in the construction, remodeling and establishment of the consolidated 9-1-1 Center which shall be located at 10 Court Street, Delaware, Ohio. The City of Delaware shall assume costs associated with the facility at 70 North Union Street, Delaware, Ohio. Upon ratification of this Consolidation Agreement by the City of Delaware and Board of County Commissioners, any monies due and owing the City of Delaware by Delaware County pursuant to the 9-1-1 levy as certified by the Delaware County Auditor for all years prior to 2007 shall be tendered to the City. Upon consolidation, or sooner as agreed by the parties, the City of Delaware shall no longer receive funds from the 9-1-1 levy. Any 9-1-1 funds for 2007 and for 2008 up to the time of consolidation shall be paid by Delaware County to the City of Delaware upon consolidation. Upon final consolidation, the Board of Commissioners agrees that it will operate the 9-1-1 Center and countywide communications and will not seek from or impose upon the City, any fees, charges or any other form of compensation for the operation of those services, unless the costs are assessed and distributed pursuant to statute over all participating subdivisions as required. The allocation formula adopted shall treat all subdivisions on an equal basis.

2. No later than forty-five (45) days after ratification of this Consolidation Agreement, there shall be established a 9-1-1 Board (hereafter "the Board"), a permanent body in accordance with any previously enacted and effective amendment to the 9-1-1 plan and O.R.C. Section 4931.42, membership of which shall consist of representatives identified in Addendum A, attached hereto and incorporated herein. If the parties determine that the 9-1-1 Plan must be amended prior to the establishment of the Board, the Board shall be established no later than 45 days after amendment of the 9-1-1 Plan.

The members of the Board shall serve without compensation. The duties of the Board, which shall commence immediately, shall include overseeing the consolidation of 9-1-1 services and oversight of the services after consolidation. Oversight of services after consolidation shall include oversight of county-wide communications and 9-1-1 services if those services are both either under control of the County Commissioners or of the Sheriff of Delaware County. Specific duties of the Board are identified in Addendum B, attached hereto and incorporated herein, and shall be consistent with Ohio law. A change in the membership or duties of the Board may be made only by mutual agreement of the City, County, and Sheriff (see Addendum C.)

3. Prior to consolidation the City of Delaware shall continue to be responsible for all of the operational costs for its communications personnel and facility at 70 North Union Street, Delaware, Ohio. Upon consolidation, the County, as the appointing authority, shall hire all City dispatchers that choose to work for the County.

The City dispatchers hired to work in the consolidated 9-1-1 Center shall receive initial compensation and benefits that are no less than those received by County dispatch employees with like position(s) and seniority.

Such dispatchers hired to work in the consolidated 9-1-1 Center will be solely employed by the County and will no longer be employees of the City of Delaware. At that time, the County shall be responsible for all of the operational costs for the 9-1-1 Center communications personnel and facility and, thereafter, all 9-1-1 Center employees shall be subject to the hiring practices and personnel policies of the County and the Board.

Upon consolidation and after the dispatch employee transition, the County and Board shall be solely responsible for and have sole control over salaries, benefits, payroll taxes and other costs incurred in connection with the employees involved in the operation of the 9-1-1 Center, and be solely responsible for any employment, monetary or claims or cause of action that arise subsequent to the consolidation, including, without limitation, matters involving dispatchers who were formerly employed by the City.

This paragraph 3 of the Consolidation Agreement is intended to govern only the relationship between the parties to this Consolidation Agreement and is not intended to grant any rights whatsoever to any third parties.

4. The parties understand and agree that this Consolidation Agreement, upon ratification by the parties, is a contract between the City of Delaware and the Delaware County Board of Commissioners and shall be binding and enforceable by the parties. Any and all controversies, disagreements or disputes (collectively "disputes") that arise under this agreement shall be resolved through the following procedure: The parties shall first attempt to resolve the dispute through direct negotiations. If direct negotiations are unsuccessful, either party may request at any time that the dispute be submitted to mediation by Jerry Lawson or the then current President of the Center for Resolution of Disputes, Cincinnati, Ohio ("the Center") or by another mediator from the Center designated by the President of the Center. The request for mediation shall be in writing and shall be submitted to President, The Center for Resolution of Disputes, 8 West Ninth Street, Cincinnati, Ohio 45202, with a copy to the other party. If the President of the Center is not available to mediate or select a mediator, and the parties are unable to agree on another mediator, the mediator shall be selected by the then Presiding Judge of the Delaware County Common Pleas Court. The mediation shall be completed

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within 30 days after the mediator is selected unless the mediation period is extended by agreement of the parties. The mediator shall have full authority to establish the ground rules for the mediation.

If mediation does not result in a resolution of the dispute during the initial 30 day mediation period or any agreed extension, the mediator shall advise the parties in writing that the mediation is terminated. At that point the parties shall submit the dispute to binding arbitration by a single arbitrator agreed to by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by the President of the Center, or if the President of the Center is not available to designate an arbitrator, by the then Presiding Judge of the Delaware County Common Pleas Court. The arbitrator shall have full authority to establish the rules for the arbitration and to include in the award whatever relief the arbitrator deems appropriate. The arbitration shall be completed within 60 days after the mediation is terminated unless the arbitration period is extended by agreement of the parties. The award of the arbitrator shall be final and binding on the parties. The parties agree that the arbitration shall be governed by Ohio Revised Code Chapter 2711, that they will abide by and perform the award so rendered, and that a judgment of any court having jurisdiction of the matter may be entered upon the award.

5. The parties agree that consolidation of 9-1-1 services is in the best interests of the residents of Delaware County. To that end, the parties agree that each is committed to excellence in service and pledge to cooperate in the establishment of the consolidated 9-1-1 service, the selection of Board members and establishment of the Board, and in resolving such issues and concerns that may arise. The parties further agree that unforeseen circumstances may arise that, without fault of either party, may necessitate certain delays in adhering to the dates set forth in this agreement. Under such circumstances no party shall be deemed to be in breach provided that the parties act in good faith and do not intentionally, through any representative, agent or assign, purposely delay accomplishment of the timetables set forth herein. Any intentional act to delay accomplishment of the timetables set forth herein shall be deemed a breach of this agreement. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God or other cause without fault and beyond the control of the party obligated (financial inability excepted) performance of such act shall be excused for the period of the delay.

6. Upon consolidation of the 9-1-1 system the Board of County Commissioners shall act as the appointing authority. The parties understand that the Delaware County Sheriff has initiated a lawsuit for the purpose of determining whether the Sheriff or Board of County Commissioners has legal authority over "Countywide Communications." In the event the Board of County Commissioners is determined by the Court or by agreement between the Sheriff and the Board of County Commissioners to be the legal authority controlling both countywide communications and the 9-1-1 system, the County agrees to operate both countywide communications and 9-1-1 under the terms of this agreement and the parties agree to change the duties of the Board to include responsibility for both county-wide communications and 9-1-1. If the consolidation occurs before the lawsuit initiated by the Sheriff is decided, the County, which is controlling both county-wide communications and 9-1-1 while the Sheriff's lawsuit is pending, agrees that both 9-1-1 and county-wide communications will be operated under the terms of this Agreement and under the authority of the Board established under this Agreement. The duties of the Board shall include responsibility for both county-wide communications and 9-1-1 services during the period after consolidation and before the Sheriff's lawsuit is decided.

7. This agreement shall in no way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to the parties or their respective employees, officers or agents, under applicable law, including, but not limited to the rights, privileges and/or immunities contained in the Ohio Revised Code.

Nothing herein shall be construed as creating any liability on the part of any employee, officer or agent of the parties in their personal capacities.

8. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of Ohio. The parties agree that this document is jointly created. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time any provision of this Agreement shall not be deemed to be a waiver of such provision. In the event any provisions of this Agreement are declared by the court or any other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

9. Any notice or other written communication required or permitted to be given by this Agreement will be deemed given when personally delivered, or one (1) day after being sent by facsimile, or ten (10) days after it has been sent by registered or certified mail deposited with the United States Postal Service, postage prepaid, properly addressed to the party to receive the notice at the addresses for the parties set forth below, or at any other address given in the manner otherwise agreed in writing by the parties.

Address for City of Delaware
CITY MANAGER

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City of Delaware
1 S. Sandusky Street
Delaware, Ohio 43015

Address for Delaware County
CLERK, BOARD OF COMMISSIONERS
Delaware County
101 N. Sandusky Street
Delaware, Ohio 43015

10. This Agreement supersedes all prior Agreements, proposals, discussions and understandings between the parties and constitutes the whole of the Agreement between the parties. 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 City of Delaware will dismiss claims regarding the subject matter 9-1-1 in Case No. 06 CV H 03 0214, CITY OF DELAWARE vs. DELAWARE COUNTY AUDITOR et al, and release and hold harmless Delaware County, its agencies, employees, and assigns from any claim or cause of action relating to the consolidation issue addressed herein without regard to the resolution of any other claims in the aforementioned case.

ADDENDUM A

MEMBERSHIP OF 9-1-1 BOARD

The 9-1-1 Board shall be composed of the following members:

City Manager of Delaware
City Manager of Powell
Delaware County Sheriff or Representative of Sheriff
Delaware County Commissioners' Representative
City of Delaware Police Chief
Law Enforcement Representative selected by the law enforcement
Management Group
Three (3) Fire Chiefs selected by Fire Chiefs Association, one of
whom shall be with a volunteer/part-time fire service
A Township Trustee selected by and representative of the Township
Trustees Association
EMS Representative selected by the County Commissioners
Non-voting representative of the State Highway Patrol

ADDENDUM B

DUTIES OF 9-1-1 BOARD

DUTIES OF THE 9-1-1 BOARD BEFORE CONSOLIDATION:

- Recruit, screen, interview and recommend to the City and County an Administrator for the 9-1-1 System. The Administrator would serve as lead staff for the Board to carry out the responsibilities of the Board during the transition to consolidation. The Administrator would then become the Administrator for the consolidated system.
- Direct, supervise and evaluate the Administrator.
- Adopt by-laws for operation of the Board, including, but not limited to, terms of service for the members of the Board.
- Develop standards and protocols for service to be implemented upon consolidation.
- Identify and contract for technology for use in the 9-1-1 system.
- Develop an organizational structure to be implemented upon consolidation.
- Develop overall methods, processes, means and personnel needed for the consolidated 9-1-1 system.
- Develop a recommendation for salaries and benefits to be submitted to the County Commissioners upon consolidation.
- Develop a budget for consolidated services and recommend the budget to the County Commissioners for approval.

DUTIES OF THE 911 BOARD AFTER CONSOLIDATION:

- Manage the operations of the 9-1-1 system (and county-wide Communications if the duties of the Board include county-wide communications.)
- Establish standards for service and utilization of technology.
- Maintain the organizational structure for the 9-1-1 Center including classification and number of employees.

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- Determine overall methods, process, means or personnel needed.
- Develop and implement standards and protocols for efficient and effective operation of the system.
- Recommend to the County Commissioners salaries and benefits for employees.
- Review and approve the Administrator’s recommendations for employees and forward recommendations to County Commissioners.
- Select, direct, supervise, evaluate and, if necessary, discipline the Administrator.
- Review disciplinary actions applied by the Administrator to other employees
- Review and approve an annual budget and recommend the budget to County Commissioners.
- Maintain and improve efficiency and effectiveness of the Center.
- Approve expenditures and bill payments in accordance with purchasing procedures adopted by the Board and within the annual budget approved by the Commissioners
- Approve and recommend to Commissioners all proposed contracts, requests for transfer of funds, supplemental appropriations or non-budgeted expenditures
- Provide a means for residents and agencies/jurisdictions to file complaints and have them heard, investigated and resolved

ADDENDUM C

AGREEMENT OF CITY OF DELAWARE, DELAWARE COUNTY, AND THE SHERIFF OF DELAWARE COUNTY

WHEREAS, the Sheriff of Delaware County has participated fully in the discussions leading to the consolidation agreement between the City of Delaware and the County of Delaware,

WHEREAS, the Sheriff acknowledges that the agreement of the City and County to consolidate was predicated on certain commitments made by the Sheriff; and

WHEREAS, the City and County acknowledge that the commitments made by the Sheriff that are set forth in this Addendum were predicated upon the commitments of the City and County that are also set forth in this Addendum;

WHEREAS, the Sheriff has initiated a lawsuit to determine whether the Sheriff or the Board of County Commissioners has legal authority over the County-wide Public Safety Communication System (“county-wide communications”) as defined in Ohio Revised Code 307.63;

NOW THEREFORE, THE SHERIFF, CITY and CO AGREES AS FOLLOWS:

1. If it is determined that the Sheriff has legal authority over county-wide communications and if the Board of County Commissioners relinquishes control of the 9-1-1 system to the Sheriff and the Sheriff agrees to accept control of the 9-1-1 system, the Sheriff agrees that county-wide communications and 9-1-1 will be under the authority of the 9-1-1 Board and that the duties of the 9-1-1 Board will include both county-wide communications and 9-1-1. The Sheriff will thereafter exercise the authority previously exercised by the Board of County Commissioners prior to the Board’s relinquishing control of the 9-1-1 system except for matters which by law remain under the authority of the Board of County Commissioners.
2. If it is determined that the Sheriff has legal authority over county-wide communications but the Board of County Commissioners retains control over 9-1-1 and does not relinquish control of 9-1-1 to the Sheriff, or the Sheriff declines to accept control of the 9-1-1 system, county-wide communications will not be under the authority of the 9-1-1 Board, but the Sheriff agrees to comply with the standards and protocols for service that are adopted by the 9-1-1 Board from time to time and those standards and protocols shall apply to the operation of both county-wide communications and 9-1-1 services.
3. The Sheriff agrees to the membership of the 9-1-1 Board as the authority over both county-wide communications and 9-1-1 services under the scenario described in Paragraph 1 above. The Sheriff agrees to the membership of the 9-1-1 Board (see Addendum A) with respect to the establishment of standards and protocols for the operation of county-wide communications under the scenario described in Paragraph 2 above.
4. The City and County agree not to change the membership of the 9-1-1 Board without the consent of the Sheriff.

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

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RESOLUTION NO. 07-790

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS
IN BATCH NUMBERS CMAPR0629:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0629 and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|--------------------------|------------------------------------|-----------------------|---------------|
| PO's | | | |
| MORPC | Membership | 10011102-5308 | \$ 43,723.00 |
| Trane Company | Back for 140 N Sandusky | 10011105-5270 | \$ 5,831.00 |
| Increase | | | |
| Downes, Hurst and Fishel | Legal Service | 10011303-5301 | \$ 10,000.00 |
| Child Care Unlimited | Day Care | 22411610-5348 | \$ 5,000.00 |
| Vouchers | | | |
| Trident | Security | 10011102-5360 | \$ 5,813.75 |
| Kiddie Academy | Day Care | 22411610-5348 | \$ 7,224.80 |
| Penn Care | Purchase of two cots | 10011303-5450 | \$ 10,147.37 |
| Eastman Kodak Corp | Agreement/Archive Writer 4800 | 10011103-5325 | \$ 4,562.00 |
| Eastman Kodak Corp | Agreement/Archive Writer Interface | 10011103-5325 | \$ 780.00 |
| Eastman Kodak Corp | Agreement/Archive Writer Cassette | 10011103-5325 | \$ 103.00 |
| General Body Shop | Repair 21-4 (struck tree) | 60111901-537037030 | \$ 11,047.50 |
| Vote on Motion | Mr. Evans Aye | Mr. Jordan Aye | Mr. Ward Aye |

RESOLUTION NO. 07 -791

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that Kathy Jewell, Matthew Fletcher and Mathew Weir attend a Missing and Abducted Children’s Class in Columbus, Ohio August 30, 2007, at no cost.

The Engineer’s Office is requesting that Cathleen Paulus attend a County Risk Sharing Authority in Lima, Ohio July 13, 2007, at no cost.

Code Compliance is requesting that Ross Bigelow, Ric Irvine, Tim Stitt, Chris Bean, Duane Matlack and Gary Wilhelm attend a 2007 Ohio Building Code Study Course in Columbus, Ohio each Wednesday July 11-September 12, 2007, at the cost of \$1,770.00.

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

RESOLUTION NO. 07-792

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM NORTHSTAR GOLF MANAGEMENT LLC DBA NORTHSTAR GOLF RESORT (SOUTHSIDE GOLF COURSE ONLY EXCLUDE HOLE 2 & 8) TO NORTHSTAR GOLF LLC DBA NORTHSTAR GOLF RESORT (SOUTHSIDE GOLF COURSE ONLY EXCLUDE HOLE 2 & 8) 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 Berkshire Township Trustees that Northstar Golf LLC DBA Northstar Golf Resort (Southside Golf Course Only Exclude Hole 2 & 8) has requested a transfer of the D1, D2, D3 and D6 permits from Northstar Golf Management LLC DBA Northstar Golf Resort (Southside Golf Course Only Exclude Hole 2 & 8) both located at 1150 Wilson Road Berkshire Township Sunbury, Ohio 43074, and

Whereas, the Berkshire 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.

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

RESOLUTION NO. 07-793

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR
ALUM CROSSING SECTION 1; OLENTANGY CROSSINGS SECTION 4 AND WEDGEWOOD PARK
SECTION 2, PHASE D:

It was moved by Mr. Ward, seconded by Mr. Jordan to release bonds and letters of credit and accept roads within the following:

Alum Crossing Section 1

The roadways to be accepted are as follows:

- An addition of 0.05 mile to **Township Road Number 1415, Veronica Place**
- An addition of 0.04 mile to **Township Road Number 1418, Snapdragon Way**
- **Alum Crossing Drive**, to be known as **Township Road Number 1519**
- **Shady Lake Court**, to be known as **Township Road Number 1520**
- **Orangelake Drive**, to be known as **Township Road Number 1521**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Olentangy Crossings Section 4

The roadways to be accepted are as follows:

- An addition of 0.11 mile to **Township Road Number 1477, Olentangy Crossings West**
- **Coal Bend**, to be known as **Township Road Number 1522**
- **Gallopers Ridge**, to be known as **Township Road Number 1523**
- **Artesian Way**, to be known as **Township Road Number 1524**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Wedgewood Park Section 2, Phase D

The roadways to be accepted are as follows:

- An addition of 0.40 mile to **Township Road Number 1292, Creighton Drive**
- **McDowall Drive**, to be known as **Township Road Number 1525**
- **Pine Creek Drive**, to be known as **Township Road Number 1526**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 07-794

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ALUM CROSSING SECTION 1;
OLENTANGY CROSSINGS SECTION 4 AND WEDGEWOOD PARK SECTION 2, PHASE D:

It was moved by Mr. Jordan, seconded by Mr. Ward to establish stop conditions for the following:

Stop Conditions – Alum Crossing Section 1

- On Township Road Number 1415, Veronica Place, at its intersection with Township Road Number 1519, Alum Crossing Drive
- On Township Road Number 1418, Snapdragon Way, at its intersection with Township Road Number 1519, Alum Crossing Drive
- On Township Road Number 1519, Alum Crossing Drive, at its intersection with County Road Number 10, South Old State Road
- On Township Road Number 1520, Shady Lake Court, at its intersection with Township Road Number 1519, Alum Crossing Drive
- On Township Road Number 1521, Orangelake Drive, at its intersection with Township Road Number 1520, Shady Lake Court

Stop Conditions –Olentangy Crossings Section 4

- On Township Road Number 1477, Olentangy Crossings West, at its intersection with U.S. Route 23

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- On Township Road Number 1522, Coal Bend, at its intersection with U.S. Route 23
- On Township Road Number 1523, Gallopers Ridge, at its intersection with U.S. Route 23
- On Township Road Number 1523, Gallopers Ridge, at its intersection with Township Road Number 1524, Artesian Way
- Two conditions on Township Road Number 1524, Artesian Way, at its intersections with Township Road Number 1477, Olentangy Crossings West
- Two conditions on Township Road Number 1524, Artesian Way, at its intersections with Township Road Number 1522, Coal Bend

Stop Conditions – Wedgewood Park Section 2, Phase D

- On Township Road Number 1525, McDowall Drive, at its intersection with Township Road Number 1292, Creighton Drive
- On Township Road Number 1526, Pine Creek Drive, at its intersection with Township Road Number 1292, Creighton Drive

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

RESOLUTION NO. 07 -795

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|-----------|----------------|-----------------|
| U07091 | AT&T | E. Powell Road | Place new cable |

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

RESOLUTION NO. 07-796

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH THE CRAWFORD CONSTRUCTION COMPANY FOR THE LARCOMB ROAD BRIDGE REPLACEMENT PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following bid and approving the following contract:

Larcomb Road Bridge Replacement Project-Bid Opening of June 26, 2007

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to The Crawford Construction Company of Galion, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 2nd day of July 2007, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **THE CRAWFORD CONSTRUCTION COMPANY, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **FIVE HUNDRED SEVEN THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS AND NINETY-EIGHT CENTS** (\$507,441.98), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **LARCOMB ROAD BRIDGE REPLACEMENT PROJECT**, in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or **November 21, 2007**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll.

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Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 07-797

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jennifer Burke-Shicks is resigning her position as a Dispatcher with the 911 Department; effective date July 11, 2007.

Christopher Sherbourne is resigning his position as a Dispatcher with the 911 Department; effective date July 5, 2007.

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

RESOLUTION NO. 07-798

IN THE MATTER OF AMENDING THE JOB DESCRIPTION FOR CHIEF OF EMS TO COMPENSATION LEVEL “EXEC-2”:

It was moved by Mr. Ward, seconded by Mr. Jordan to amend the job description for Chief Of EMS.

(Job description on file in the Administrative Services Department).

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

RESOLUTION NO. 07-799

IN THE MATTER OF APPROVING THE NEW JOB POSITION AND JOB DESCRIPTION FOR ASSISTANT CHIEF OF EMS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the job description for Assistant Chief Of EMS.

(Job description on file in the Administrative Services Department).

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

RESOLUTION NO. 07-800

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SHEFFIELD PARK SECTION 3, PHASE B PARTS 1, 2, & 3:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Sheffield Park Section 3, Phase B parts 1, 2, & 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-801

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR PRESIDENTIAL POINTE:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Sanitary Subdivider’s Agreement:

Presidential Pointe

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 2nd day of July 2007, by and between MARGELLO DEVELOPMENT COMPANY SUBDIVIDER, as evidenced by the PRESIDENTIAL POINTE Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY

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COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, 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 is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$20,326.00) 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 said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but 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 the plans and specifications and shall have 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.

The SUBDIVIDER further agrees that any violations of or noncompliance 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 and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,650.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project 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 materials incident to said construction of the IMPROVEMENTS.

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The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the 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 said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 07-802

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Extending the temporary assignment for Matt Ice as Operations Supervisor at Alum Creek Water Reclamation Facilities; effective date July 2, 2007.

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

RESOLUTION NO. 07-803

7:30 PM - IN THE MATTER OF OPENING PUBLIC HEARING # 2 FOR DELAWARE COUNTY'S FORMULA 2007 CDBG GRANT:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the hearing.

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

RESOLUTION NO. 07-804

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR DELAWARE COUNTY'S FORMULA 2007 CDBG GRANT:

It was moved by Mr. Jordan, seconded by Mr. Ward to close the hearing.

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

RESOLUTION NO. 07-805

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2007 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO BE FILED WITH THE OHIO DEPARTMENT OF DEVELOPMENT:

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the application:

WHEREAS, the Ohio Department of Development has allocated \$146,000 in the Fiscal Year 2007 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, Delaware County has conducted its first public hearing on January 29, 2007, concerning the CDBG program and has conducted a second public hearing on the proposed application on July 2, 2007. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

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Section 1. The County Administrator is hereby authorized to make application for \$146,000 of CDBG Small Cities Formula Program funds, \$42,600 of which shall be used for Road Improvements in the Village of Ostrander; \$40,700 of which shall be used for Water & Sewer Facilities in the Village of Ashley; \$25,500 of which is to be used for Handicapped Ramp for the Big Walnut Area Historical Society; \$14,300 of which is to be used for Building Rehabilitation for the Ashley Villa Senior Citizens' Complex; \$7,000 of which is to be used for the Community Housing Improvement Strategy (CHIS) Update -Planning; \$6,100 of which is to be used for Fair Housing educational activities throughout the County; and \$9,800 of which is to be used for Program Administration. All necessary program assurances will be included with the application.

Section 2. This resolution shall take effect and be in force immediately after passage.

Section 3. The funding for the projects for the FY 2007 Grant is indicated below:

| | Proposed Project | Total Project Cost | Proposed CDBG Formula | Proposed RLF Funding | Proposed Other Funding | Description of Other Funding |
|--------------------------------------------------|--------------------------|--------------------|-----------------------|----------------------|------------------------|------------------------------------------------------|
| 1. Village of Ostrander | Road Improvements | \$64,900 | \$42,600 | \$ 9,800 | \$12,500 | Village to pay engineering design & inspection cost. |
| 2. Village of Ashley | Water & Sewer Facilities | \$55,000 | \$40,700 | \$ 9,300 | \$5,000 | Village to pay engineering design & inspection cost. |
| 3. Big Walnut Historical Society | Handicapped Ramp | \$28,200 | \$25,500 | 0 | \$2,700 | Architect |
| 4. Ashley Villa Senior Citizen | Building Rehabilitation | \$14,300 | \$14,300 | 0 | donated | Architect |
| 5. Community Housing Improvement Strategy (CHIS) | Planning | \$ 8,000 | \$ 7,000 | 0 | \$1,000 | MORPC Match |
| 6. Fair Housing | Countywide | \$ 6,100 | \$ 6,100 | | | |
| 7. Administrative | General | \$ 9,800 | \$ 9,800 | | | |
| | | | | | | |
| Totals | | \$186,300 | \$146,000 | \$19,100 | \$21,200 | |

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

RESOLUTION NO. 07-806

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF OSTRANDER ROAD IMPROVEMENTS AND VILLAGE OF ASHLEY WATER & SEWER FACILITIES FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2007 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM FOR THESE PROJECTS:

It was move by Mr. Jordan, seconded by Mr. Ward to authorize the following;

WHEREAS, Delaware County has applied for \$146,000 in the Fiscal Year 2007 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for various improvement and planning projects in the County, and

WHEREA S, the total cost of these projects is estimated to be \$186,300; and

WHEREAS, it is anticipated that a funding gap exists between the total cost of said projects and the amount of funds available to totally fund these projects from the FY'07 CDBG Small Cities Formula Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG funds to be utilized to assist said various projects will meet the needs of the community's low-to-moderate income households and the National Objectives established for the CDBG Program.

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$9,800 to further assist in the Road Improvements in Village of Ostrander.
- Section 2. The Delaware County Board of Commissioners hereby approves an RLF infrastructure grant in the amount of \$9,300 to further assist Water & Sewer Facilities in the Village of Ashley.
- Section 3. This resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 07-807

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) TO UPDATE THE COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS) PLAN CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2007 FUNDS FROM THE OHIO DEPARTMENT OF DEVELOPMENT:

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

- WHEREAS, the Ohio Department of Development (ODOD) provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program; and
- WHEREAS, funding, in the amount up to \$7,000 has been requested through the FY'07 CDBG Formula Program, to update the Community Housing Improvement Strategy (CHIS); and
- WHEREAS, Delaware County issued an RFP/RFQ per CDBG requirements and guidelines, and a proposal was received on June 20, 2007; and
- WHEREAS, the Economic Development Department, has reviewed the proposal (submitted by MORPC) received (in the amount up to \$8,000 with MORPC providing a \$1,000 match contribution) and has determined it to be the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Board of Commissioners authorizes an Agreement with MORPC to update the Delaware CHIS in an amount not to exceed \$7,000, contingent upon Delaware County receiving approval of the Formula 2007 Grant from the ODOD.
- Section 2. This Resolution shall take effect and be in force immediately after ODOD awards the Formula 2007 Grant to Delaware County.

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

RESOLUTION NO. 07-808

IN THE MATTER OF CERTIFYING THAT THE DELAWARE METROPOLITAN HOUSING AUTHORITY STREAMLINED ANNUAL PLAN 2007 IS CONSISTENT WITH THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):

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

- Whereas, the Delaware Metropolitan Housing Authority (DMHA) has submitted its Streamlined Annual 2007 Plan for review by Delaware County; and
- Whereas, upon review, the Delaware County Economic Development Department has determine that the DMHA Streamlined Plan is consistent with the County's CHIS.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- SECTION I. The Delaware County Board of Commissioners certifies that the DMHA Streamlined Plan 2007 is consistent with Delaware County CHIS.

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

RESOLUTION NO. 07-809

RESOLUTION ACKNOWLEDGING THE ASSIGNMENT OF RIGHTS AND DUTIES OF THE DEVELOPER OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Concord/Scioto Community Authority (the "Authority") to govern a proposed new community district (the "District") was filed by Triangle Properties, Inc., as the "Developer", as such term is defined in Section 349.01(E), on February 8, 2007 with this Board;

WHEREAS, in accordance with Section 349.03(A) of the Revised Code, the Board, as the organizational board of commissioners, as that term is defined in Section 349.01(F) of the Ohio Revised Code, by its Resolution 07-246, adopted on March 1, 2007, determined the sufficiency of the Petition; and

WHEREAS, in accordance with Section 349.03(A) of the Revised Code, the Board by its Resolution 07-331, adopted on March 31, 2007, approved the Developer's Petition and the establishment of the District; and

WHEREAS, the Developer desires to assign all of its rights, responsibilities and duties as the Developer with respect to the District to Concord/Scioto Development, LLC and Concord Development, LLC desires to accept such assignment;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

- 1. The Board acknowledges and approves the assignment by Triangle Properties, Inc. of its rights, responsibilities and duties as the Developer of the District, under Chapter 349 of the Ohio Revised Code, to Concord/Scioto Development, LLC.
- 2. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 3. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 07-810

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

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

| Transfer Of Funds | | |
|---------------------------------|----------------------------------------|---------------|
| From | To | |
| 22511607-5801 | 22411604-4601 | |
| Children's Services/Transfers | JFS Child Protection/Interfund Revenue | \$ 290,000.00 |
| 10011102-5801 | 21011113-4601 | |
| Commissioners General/Transfers | Economic Development/Interfund Revenue | 75,000.00 |
| Supplemental Appropriation | | |
| 22511607-5801 | Children's Services/Transfers | \$ 350,000.00 |
| Supplemental Appropriation | | |
| 10011105-5234 | Lands & Buildings/Building Maintenance | \$ 2,000.00 |
| Supplemental Appropriation | | |
| 10062601-5101 | Veterans Services/Health Insurance | \$ 29,500.00 |
| Supplemental Appropriation | | |
| 43111424-4715 | CFOA/ Interest Revenue | 100,000.00 |
| 43111424-5410 | CFOA/Building & Improvements | \$ 577,000.00 |

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

RESOLUTION NO. 07-811

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire William Thomas Inlow as Council for Older Adults Summer Crew Member with the Department of Job and Family Service; effective date July 2, 2007.

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

RESOLUTION NO. 07-812

IN THE MATTER OF THE BOARD OF DELAWARE COUNTY COMMISSIONERS APPROVING THE PROVISION OF THE SETTLEMENT AGREEMENT FOR LOGAN COUNTY TO WITHDRAW FROM THE JOINT JUVENILE DETENTION BOARD FOR CHAMPAIGN, DELAWARE, MADISON AND UNION COUNTIES:

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

Whereas, in 1972 Delaware County became part of the Joint Juvenile Detention Board for Champaign, Delaware, Logan, Madison and Union Counties who acquired certain real estate to build and maintain a juvenile detention facility serving the five counties: and,

Whereas, on or about April 10, 2003, the joint Juvenile Detention Board of Trustees for Champaign, Delaware, Logan Madison and Union Counties entering into an agreement with the Board of County Commissioners of each county including Delaware County, to allow the withdrawal of Logan County from the facility: and,

Whereas, Delaware County as one of the parties to the April 10, 2003, agreement desires to perform and carry out the provisions of the 2003 agreement for the withdrawal of Logan County from the facility in accordance with the settlement document attached hereto and incorporated herein.

Whereas, The Board of County Commissioners of Delaware County met in regular session the 2nd day of July, 2007.

Therefore: Be It Resolved by the Board of Delaware County Commissioners that the provisions of the settlement attached to this resolution are approved and the Commissioners of Delaware County are authorized to execute all documents or deeds as they deem necessary to carry out the terms and conditions of the settlement.

(A copy of the settlement agreement is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 07-813

IN THE MATTER OF AUTHORIZING ADULT COURT SERVICES TO SUBMIT AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION FOR SUPPORT OF PRETRIAL SUPERVISION:

It was moved by Mr. Ward, seconded by Mr. Jordan to submit the grant application.

(A copy of the grant is available for review at the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 07-814

IN THE MATTER OF AUTHORIZING ADULT COURT SERVICES TO SUBMIT AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION FOR SUPPORT OF A MENTAL HEALTH COURT:

It was moved by Mr. Jordan, seconded by Mr. Ward to submit the grant application.

(A copy of the grant is available for review at the Commissioner’s Office until no longer of administrative

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value).

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

RESOLUTION NO. 07-815

IN THE MATTER OF APPROVING OF SETTLEMENT AGREEMENT DISMISSING ALL CLAIMS OF KEVIN SAVAGE AGAINST THE SHERIFF'S OFFICE, FORMER SHERIFF AND DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

The settlement agreement is a result of negotiations between Sheriff Davis and his Counsel and Mr. Savage and his attorney.
The settlement agreement releases all claims in 3 cases.
No admission of any liability.
Reinstatement of Mr. Savage.

(A copy of the Settlement Agreement is available for review at the Commissioner's Office until no longer of administrative value).

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners