

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 22, 2010

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

**Present: Todd Hanks, Ken O'Brien, Tommy Thompson**

**RESOLUTION NO. 10-510**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 19, 2010:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 19, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**PUBLIC COMMENT**

**RESOLUTION NO. 10-511**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0421 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0421:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0421, Procurement Card Payments in batch number PCAPR0421 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
<b>PO' Increase</b>					
PNC Bank	Pro Card Alum Creek/Sheriff	66211904-5200	\$ 4,100.00		
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Line Amount</b>	<b>Line Number</b>
R1003920	DOUBLE Z	OHIO TO ERIE	23811001 - 5301	\$429,598.71	0001
	CONSTRUCTION	TRAIL			
		CONSTRUCTION			

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-512**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Code Compliance Department is requesting that Wendy Fox, Greg Miller & Fred Fowler attend the 2010 Delaware County Planning & Zoning Workshop on May 15<sup>th</sup>, 2010 in Delaware County; at the cost of \$15.00 (Fund Number 10011107).

The Auditor's Office is requesting that Dedra Hall attend a Bi Tech/ Sun Guard Eastern Region Conference in New Orleans May 12-14, 2010, at the cost of \$1,188.00 (Fund Number 10010101)

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-513**

**IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS, TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102	28531309	\$6,905.75
Comm General	VOCA	

**Supplemental Appropriation**

10031328-5801	Federal Prisoners/Transfers	\$ 6,905.75
28531309-4601	Ballistic Vest Grant/Interfund Revenue	\$ 6,905.75
28531309-4509	Ballistic Vest Grant/Federal Grant	\$ 6,905.75
28531309-5225	Ballistic Vest Grant/Protective Equipment	\$ 13,811.50
10031301-4721	Sheriff Deputies/Miscellaneous Revenue	\$ 1,000.00
10031301-5215	Sheriff Deputies/Program Supplies	\$ 500.00
10031301-5317	Sheriff Deputies/Public Relations	\$ 500.00

**Transfer of Funds**

From	To	
10031328-5801	28531309-4601	\$ 6,905.75
Federal Prisoners/Transfers	Ballistic Vest Grant/Interfund Revenue	

Vote On Motion            Mr. Thompson    Aye    Mr. O'Brien    Aye    Mr. Hanks    Aye

**RESOLUTION NO. 10-514**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH MEYERS & ASSOCIATES TO PROVIDE DESIGN WORK TO THE CITY OF POWELL FOR ADA RENOVATIONS TO A MUNICIPAL OWNED BUILDING THAT WILL BEUSED TO HOUSE A BUSINESS INCUBATOR PROGRAM THAT PROMOTES START-UP BUSINESSES:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program, and Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, The City of Powell is creating a Business Incubator Program in downtown Powell, and

WHEREAS, the purpose of this program is to create a business incubator that promotes and locates start up businesses, provide training for the start-up businesses, and help businesses grow, and

WHEREAS, the City of Powell needs to renovate a municipal owned building to be used to house the program in downtown Powell, and

WHEREAS, Powell Incubator Program will be designed to create many new jobs for low-moderate income people, and

WHEREAS, the Delaware County Commissioners authorized on Resolution No. 09-1474 dated November 30 2009, to used Revolving Loan Funds to assist the City of Powell in the amount up to \$80,000., and

WHEREAS, the City of Powell received three proposals for the architectural services for the renovation of the municipal building, and

WHEREAS, the City of Powell recommends the firm of Meyers & Associates as the lowest and best proposal received for the Project.

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

Section 1. The Delaware County Commissioners accepts the proposal from Meyers + Associates for the architectural service for City of Powell Incubator Program in the amount of \$6,570.00.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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Further Be it Resolved to approve a Purchase Order payable to Meyers + Associates as follow:

\$6,570.00                      23111709-5365

**AGREEMENT**

THIS AGREEMENT, made and entered into on the 22<sup>ND</sup> day of April, 2010 by and between the **DELAWARE COUNTY COMMISSIONERS**, doing business at 101 N. Sandusky St. Delaware, Ohio (hereinafter called the "**County**"), and **Meyers + Associates**, located at 232 N. Third St., Columbus, Ohio (hereinafter called the ("**Architect**")

**Scope of work:**

Meyers + Associates will provide architectural services associated with the ADA improvements to the building at 44 N. Liberty Street, Powell, Ohio

The project shall consist of the following:

1. ADA compliance upgrades, including restroom and kitchenette upgrades.
2. Relocation of Device Boxes (phone jacks, electrical outlets, LAN jacks) and associated re-wiring to proper height
3. Substituting light switches for sensors
4. Addition of 2 covered access points for structure along with repair of 3<sup>rd</sup> covered access point
5. Moving interior wall (non-load bearing) to meet minimum hallway widths
6. New Carpet and other minor interior finishes
7. Installation of new ADA compliant door hardware for interior & exterior doors
8. Design related to the Purchase & installation of TTY/handicapped accessible ready phone system
9. HVAC modifications including the addition of central air conditioning.

**Fees for services:**

All fees listed are fixed fees based on an estimate of hours required per task. Additional services if required shall be billed at the hourly rates listed in the attached terms and conditions sheet.

<b>Item</b>	<b>Fee</b>
Architectural and interior design:	\$3,750
Mechanical, Electrical and Plumbing Engineering:	\$2,500
<u>Field measurements and base drawing creation:</u>	<u>\$ 320</u>
 Total fee for services:	 <u>\$6,570</u>

**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If, through any cause, the Architect shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Architect shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Architect of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Architect under this Agreement shall, at the option of the County, become its property and the Architect shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Architect shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Architect, and the County may withhold any payment to the Architect for the purpose of set-off until such time as the exact amount of damages due the County from the Architect is determined.

2. Termination for Convenience of the County. The County may terminate this Agreement at any time giving at least ten (10) days notice in writing to the Architect. If the Agreement is terminated by the County as provided herein, the Architect will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Architect, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County may, from time to time, request changes in the scope of the services of the Architect to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by between the County and the Architect, shall be incorporated in written amendment to this Agreement.
4. Personnel.

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- a. The Architect represents that he has, or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
5. Assignability. The Architect shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Architect from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
6. Reports and Information. The Architect, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. Records and Audits. The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the County.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Architect under this Agreement are confidential and the Architect agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Architect.
10. Compliance with Local Laws. The Architect shall comply with all applicable laws, ordinances, rules, resolutions, and codes of the State and Local governments.
11. Equal Employment Opportunity. During the performance of this Agreement, the Architect agrees as follows:
- a. The Architect will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of this non-discrimination clause.
  - b. The Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
  - c. The Architect will cause the foregoing provisions inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or raw materials.
  - d. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or

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pursuant thereto, and will permit access to his books, records, and accounts by the County's Economic Development Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Architects's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for future Government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the County's Economic Development Department may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Economic Development Department, the Architect may request the County to enter into such litigation to protect the interests of the County.
12. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
- a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The Architect will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The Architect will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Architect will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Architects, and subcontractors, its successors and assigns to those

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sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Member of the Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Architect shall take appropriate steps to assure compliance.
16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the Architect shall take appropriate steps to assure compliance.
17. Interest of Architect and Employees. The Architect covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Architect further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
18. Liability. The Architect shall indemnify and hold harmless the County, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Architect, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.
19. Insurance. The Architect shall maintain, for the life of this Agreement, insurance coverage in sufficient amounts to cover any liability that may arise as a result of services rendered hereunder, including the following minimum requirements: (1) General Liability for a minimum amount of \$1,000,000 per occurrence; (2) Automotive Liability for minimum amount of \$300,000 per occurrence; (3) Workers Compensation coverage in accordance with State law; and (4) Professional Liability for an amount appropriate for the services contemplated herein.
20. Severability. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
21. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
22. Entire Agreement. This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Architect, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
23. Headings. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote On Motion            Mr. Hanks            Aye    Mr. O'Brien            Aye    Mr. Thompson    Aye

**RESOLUTION NO. 10-515**

**SETTING DATE AND TIME FOR A PUBLIC HEARING #2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST THE CENTRAL OHIO MENTAL HEALTH CENTER FOR REHABILITATION OF TWO FACILITIES :**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, a public hearing will be held on **Monday, May 10, 2010, at 9:30 a.m.** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is required to consider the request from Central Ohio Mental Health Center to use RLF to assist in rehabilitation of two facilities located on S. Henry Street in the amount up to \$200,000.

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Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-516**

**IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE 2010 1ST QUARTER CONTRACT REPORT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

**Report of DKMM District Funds Spent-2010**

CRLPO: Delaware Board of Commissioners (Delaware General Health District)  
DATE OF REPORT: April 8, 2010

Amount of funds received: 2010	\$43,750.00
Approved Carryover Balance 07-09	\$ 6,797.37
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$50,547.37</b>

EXPENDITURES: 2010 Fund 22111502

Salaries	\$ 6,526.01
Fringe Benefits	\$ 4,820.05
Travel	\$
Contracts	\$
Advertising	\$
Equipment	\$
Supplies	\$
Other (Explain)	\$ 330.85 (phone \$30.85, \$300.00 KAB membership)

TOTAL EXPENDITURES \$11,676.91

<b>BALANCE</b>	<b>\$32,073.09 Current Year Contract Balance</b>
	\$ 6,797.37 prior year Contracts
	\$ 4,299.80 DGHD Fund Balance

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-517**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A TREATMENT AND RECOVERY ODADAS GRANT FOR DELAWARE COUNTY FAMILY TREATMENT COURT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant #	99-2192-DCRT-T-10-0005
Source:	Ohio Department of Alcohol and Drug Addiction Services
Grant Period:	July 1, 2010 thru June 30, 2011
Federal Grant Amount:	\$ 82,687.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 82,687.00

The Grant is for the funding of one full time employee, and for consulting services for families involved in Treatment court.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-518**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A DRUG COURT FUNDING RESTORATION GRANT FOR DELAWARE COUNTY FAMILY TREATMENT COURT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

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Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant # 99-2192-ARRA-T-10-10168  
 Source: Ohio Department of Alcohol and Drug Addiction Services  
 Grant Period: July 1, 2010 thru June 30, 2011  
 Federal Grant Amount: \$ 27,513.00  
 Local Match: 0.00  
 Total Grant Amount: \$ 27,513.00

The Grant is for the funding of one part time employee, that will assist with the Family treatment caseload.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-519**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2011 TAXES:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to certify to the County Auditor the delinquent accounts for placement on the tax duplicate:

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Whereas, The County Administrator recommends this measure for adoption by the Board,

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$176,932.79 to the County Auditor for 2011 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2011 Sewer Tax Assessments  
To be certified by the Board of Commissioners on 4/22/10**

**Breakdown of Assessments by Treatment Plant:**

66290301 – OECC	\$58,795.42
66290401 – Alum Creek	\$107,001.31
66290601 – Tartan Fields	\$1,545.19
66290701 – Scioto Reserve	\$7,825.14
66290801 – Bent Tree	\$361.62
66290901 – Hoover Woods	\$403.52
66291001 – Scioto Hills	\$1,000.59
<b>Total Assessments</b>	<b>\$176,932.79</b>

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 10-520**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE HAYES BUILDING EXPANSION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,



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**Transfer of Appropriation**

From	To	
41411435-5268	41411435-5410	
Hayes Expansion/Building & Improvements	Hayes Expansion/Building Improvements	\$ 85,000.00
41411435-5301	41411435-5410	
Hayes Expansion/Professional Services	Hayes Expansion/Building Improvements	\$ 25,000.00
41411434-5410	41411435-5450	
Jail Expansion/Building Improvements	Hayes Expansion/Building Improvements	\$ 330,000.00

Vote On Motion            Mr. Hanks            Nay    Mr. O'Brien            Aye    Mr. Thompson    Aye

**RESOLUTION NO. 10-521**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR OLENTANGY CROSSING AND THE ADULT COURT SERVICES SUPERVISION GRANT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

**Supplemental Appropriation**

25822305-5332	Supervision Grant/Cell Phone Allowance	\$ 380.00
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**Supplemental Appropriation**

40811422-4601	Olentangy Crossing/Interfund Revenue	\$ 8,068.88
40811422-5420	Olentangy Crossing/Construction	\$ 8,068.88

**Transfer of Funds**

10011102-5801	40811422-4601	
Commissioners General/Transfers	Olentangy Crossing/Interfund Revenue	\$ 8,068.88

Further Be It Resolved, that the Commissioners approve a purchase order in the amount of \$8,068.88 (40811422-5420) to Jess Howard.

Vote On Motion            Mr. O'Brien            Aye    Mr. Thompson            Aye    Mr. Hanks            Aye

**COMMISSIONERS' COMMITTEES REPORTS**

(Refer To Cd Minutes For Entire Record)

**Commissioner O'Brien**

-Household Hazards Waste Events Reduce Cost For DKMM

**Commissioner Hanks**

-Sheriff Working With Columbus Police On Break-Ins

-Unemployment Rates

-Meeting With Crew

-Meeting With Business Interested In Sawmill Parkway Area

-Article In Gazette On 911 Delaware City /County Payments Issues

**Commissioner Thompson**

-Paint Disposal

-Attended On April 21, 2010 Ohio Wesleyan Community Service Recognition Day

-Attended The Fair Board Meeting; VIP Seating

**RESOLUTION NO. 10-522**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

Vote on Motion    Mr. O'Brien            Aye    Mr. Thompson            Aye    Mr. Hanks            Aye

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Todd Hanks

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Ken O'Brien

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 22, 2010

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Tommy Thompson

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Letha George, Clerk to the Commissioners