

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 26, 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. 10-960

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 22, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 22, 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

Davis Betz, With The City Of Powell Here To Answer Questions And Support Resolution No. 10-974 (Increasing The Delaware County Revolving Loan Fund (Rlf) To Assist The City Of Powell With ADA Renovation To A Municipal Owned Building That Will Be Used To House A Business Incubator Project)

RESOLUTION NO. 10-961

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0723GC:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0723GC.

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

RESOLUTION NO. 10 -962

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Mona Reilly attend a Director's Summer Conference in Columbus, Ohio August 1-4, 2010; at the cost of \$475.00 (Fund Number 22411605).

The 911 Communications Department is requesting to send Troy Morris (Chief Tri-Township F.D.) to a NAED EFD Instructor Course in Salt Lake City, Utah August 16-20, 2010, at the cost of \$1,760.00 (Fund Number 21411306).

Environmental Services is requesting that Duane Matlack and Fred Fowler attend the Ohio Floodplain Management Association Annual Conference in Worthington, Ohio on August 11 and 12, 2010 at a cost of \$360.00 from org key 610011301.

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

RESOLUTION NO. 10-963

IN THE MATTER OF AWARDED THE BID AND APPROVING THE CONTRACT WITH G&G ENTERPRISES COMPLETE EXCAVATING SERVICES, LLC FOR THE O'BRIEN #440 DRAINAGE IMPROVEMENT PROJECT :

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

O'Brien #440 Drainage Improvement Project

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Bid Opening of July 13, 2010

Whereas, as the result of the above referenced bid opening, The Engineer recommend that a bid award be made to G&G Enterprises Complete Excavating Services, LLC of Bellville, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, there are two copies of the Contract with G&G Enterprises for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Auditor's Certification, etc.) are in place for this project; and

Whereas, the County Engineer recommends approval of the contract with G&G Enterprises Complete Excavating Services, LLC for the O'Brien #440 Drainage Improvement Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners awards the bid and approves the contract with G&G Enterprises Complete Excavating Services, LLC for the O'Brien #440 Drainage Improvement Project;

CONTRACT

THIS AGREEMENT is made this 26th day of July, 2010 by and between G&G Enterprises Complete Excavating Services, LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

G&G Enterprises Complete Excavating Services, LLC
5907 Renie Road
Bellville, Ohio 44813

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "O'Brien #440 Drainage Improvement Project", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Three Hundred Ninety-Four Thousand Three Hundred Eighty-Nine Dollars and Fifty Cents (\$394,389.50) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 10-964

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY JUVENILE COURT AND THE FRIENDS OF DELAWARE COUNTY CASA BOARD FOR THE CASA PROGRAM:

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

Whereas, the Juvenile Court Staff recommends approval of the Memorandum of Understanding, between the Friends of Delaware County CASA Board and the Delaware County Juvenile Court;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Memorandum of Understanding, between the Friends of Delaware County CASA Board and the Delaware County Juvenile Court

DELAWARE COUNTY JUVENILE COURT
KENNETH J. SPICER, JUDGE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, between the Friends of Delaware County CASA Board (hereinafter "Board") and the Delaware County Juvenile Court (hereinafter "Court") defines the understanding of the parties with regards to the employment of a Case Manager for the Delaware County CASA Program.

Commencing August 1, 2010, or at such time as Court is able to secure a qualified individual for said position, the Court will employ a Case Manager for the Delaware County CASA Program. The Case Manager will be considered an employee of Delaware County and Delaware County Juvenile Court. The employee will take supervision from the CASA executive director. And shall adhere to the policies and directions of the court. All work products produced by the Case Manager will be property of the court.

The Case Manager position is a part-time position consisting of a twenty (20) hour work week. The pay rate for the position is \$10.75 per hour. All funds for the Case Manager position shall be paid by the Board, including payments towards OPERS, workers compensation, and Medicare. The current billing rate for these items would be an additional \$1.88 per hour for a total billing rate of \$12.63. This rate will be valid until 12-31-10, and at which time may need to be modified to reflect any increased costs. The Court will invoice the Board on a monthly basis for the actual cost of the payroll for the preceding month.

The total cost of the billing will not exceed \$505.20 per pay period thru 12-31-10. There are no health insurance benefits connected to this position, and will not be added to the employee without an amendment to this agreement;

In the event that the Board is unable to continue the funding the case manager position, all work performed by the case manager will be an obligation of the Board until The court has been notified in writing the board's desire to cease this agreement

This Memorandum of Understanding shall remain in effect for one (1) year or until funding for the Case Manager position is no longer available. The provisions of this Memorandum of Understanding may be reviewed and modified as appropriate when determined by the Board and the Court that such review and modification is necessary.

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

RESOLUTION NO. 10-965

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE JUVENILE COURT CASA PROGRAM:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Supplemental Appropriation		
10026201-5001	Juvenile Court/Compensation	4,300.00
10026201-5102	Juvenile Court/Workers Comp	86.00
10026201-5120	Juvenile Court/PERS	611.00
10026201-5131	Juvenile Court/Medicare	63.00

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

RESOLUTION NO. 10-966

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE 2011 COUNCIL FOR OLDER ADULTS MINI GRANT FOR JUVENILE COURT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Grant: COA Mini Grant
Source: Delaware County Council for Older Adults

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Grant Period: January 1, 2011 to December 31, 2011

State Funds	0
Federal Funds	0
Local funds	\$6,000
<u>County funds</u>	<u>0</u>
Total Grant	\$6,000

This grant is used to pay a portion of the School Alternative Suspension Supervisor salary and benefits.

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

RESOLUTION NO. 10-967

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICES PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for Child Care Placement Provider Services:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
United Methodist Children's Home 1033 High Street Worthington, Ohio 43085	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 10-968

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of Job and Family Services recommends hiring Jennifer Ebright as a Social Services Worker III with the JFS Department; effective August 16, 2010.

Therefore Be It Resolved, that the Commissioners approve hiring Jennifer Ebright as a Social Services Worker III with the JFS Department; effective August 16, 2010.

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

RESOLUTION NO. 10-969

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY HEALTH INSURANCE FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FRUIT, PUNCH AND OTHER AMENITIES FOR THE ANNUAL DELAWARE COUNTY EMPLOYEE HEALTH AND SAFETY FAIR:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds

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For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, Human Resources Department has offered the Employee Health and Safety Fair for the past twelve years. Grady Memorial is there each year to do blood-work. In order for this procedure to give an accurate reading, participants must fast for 12 hours. The purchase of food and drinks is necessary for the well being of employees who are having blood drawn or giving blood that day.

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. That the Delaware County Board of Commissioners hereby authorizes the use of Health Insurance funds in an amount not to exceed \$200.00, to assist in funding the purchase of fruit, refreshments and other amenities for The Delaware County Employee Health and Safety Fair.

Further be it resolved that the Commissioners approve a purchase order to PNC bank for \$200.00

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

RESOLUTION NO. 10-970

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of The Child Support Enforcement Agency recommends accepting the resignation of Sandee Pinnick with the CSEA Department; effective July 30, 2010;

Therefore Be It Resolved, that the Commissioners accept the resignation of Sandee Pinnick with the CSEA Department; effective July 30, 2010.

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

RESOLUTION NO. 10-971

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Director Emergency Medical Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Jim Griffith; effective July 26, 2010.

Therefore Be It Resolved, that the Commissioners accept the end the probationary period and approve the end-of-probationary pay raise for Jim Griffith; effective July 26, 2010.

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

RESOLUTION NO. 10-972

IN THE MATTER OF APPROVING THE SECOND QUARTER REPORT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

RESOLUTION NO. 10-973

IN THE MATTER OF APPROVING THE SECOND QUARTER REPORT FOR THE MENTAL HEALTH GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Grant #	2009-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$30,000.00
Local Match:	\$ 5,000.00
Local Match – City:	<u>\$ 5,000.00</u>
Total Grant Amount:	\$40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 10-974

IN THE MATTER OF INCREASING THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) TO ASSIST THE CITY OF POWELL WITH ADA RENOVATION TO A MUNICIPAL OWNED BUILDING THAT WILL BE USED TO HOUSE A BUSINESS INCUBATOR PROJECT:

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

WHEREAS, the Delaware County Commissioners approved the use of Revolving Loan Fund (RLF) to assist the City of Powell in ADA Renovation to their municipal owned building to be used to house a Business Incubator Project on Resolution No.09-1474 dated November 30, 2009 in the amount up to \$80,000; 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, Powell Incubator Program will be designed to create many new jobs for low-moderate income people, and

WHEREAS, the City of Powell is requesting additional RLF in the amount up to \$20,000 to cover the extra cost for the ADA renovation.

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

SECTION I. The Commissioners hereby approves to increase the RLF amount up to \$20,000.00 for the extra ADA Renovation. The City of Powell is contributing \$56,000 to renovate this property.

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

Supplemental Appropriations

23111709-5365	Delaware County Revolving Loan Fund	\$20,000.00
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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-975

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND AND PROGRAM INCOME SEMI-ANNUAL REPORTS WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to authorize the submittal of RLF report:

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Bid Package 3 Plumbing	\$7,000	N/A
Bid Package 4 Electrical	\$62,200	N/A
Bid Package 5 Fire Protection	\$90,400	N/A

Until 10:00 AM August 24, 2010.

A **pre-bid meeting** will be held on **August 12, 2010** at 10:00 AM at:

Frank B. Willis Government Building
2079 US Rte 23 North
Delaware, OH 43015

Contract Documents may purchased directly from Key Blue Prints, 6175 Shamrock Court, Dublin, Ohio 43016. Prospective Bidders shall make prior arrangements with Key Blue Prints at (614) 761-7999 to purchase required quantities of plans and specification.

A Bid Guaranty must be submitted with each bid over \$10,000

The Contract Documents may be reviewed for bidding purposes without charge during the business hours at the following locations:

F.W. Dodge McGraw Hill/Builders Exchange
1175 Dublin Road
Columbus, Ohio 43215

Delaware County Facilities Management Office
1405 US Rte 23 North
Delaware, Ohio 43015

Whereas, the Facilities Supervisor recommends the Bid Opening date of 10:00 AM August 24, 2010 at 101 North Sandusky Street, Delaware, Ohio 43015, For Bid Package 1 General Trades; Bid Package 2 HVAC; Bid Package 3 Plumbing; Bid Package 4 Electrical And Bid Package 5 Fire Protection For The Project known as the Records Center Relocation to: 2079 NORTH U.S. HIGHWAY 23 DELAWARE, OHIO 43015;

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the Bid Opening date of 10:00 AM August 24, 2010 at 101 North Sandusky Street, Delaware, Ohio 43015, For Bid Package 1 General Trades; Bid Package 2 HVAC; Bid Package 3 Plumbing; Bid Package 4 Electrical And Bid Package 5 Fire Protection for the Project known as the Records Center Relocation to: 2079 NORTH U.S. HIGHWAY 23 DELAWARE, OHIO 43015.

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

RESOLUTION NO. 10-977

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR GLEN OAK SECTION 7 PHASE A FOR THE DELAWARE COUNTY SANITARY ENGINEER:

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

Whereas, the Director of Environmental Services recommends approval of the following subdivider's agreement for Glen Oak Section 7 Phase A;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following subdivider's agreement for Glen Oak Section 7 Phase A.

Glen Oak Section 7 Phase A

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 26th day of July 2010, by and between DOMINION HOMES, INC., herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the GLEN OAK SECTION 7 PHASE A Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$47,200.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **16** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the

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time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 for Glen Oak Section 7 (being platted as Phase A & Phase B), all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$98,601.00**) 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.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

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 the contractor's 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, the representative's 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.

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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$3,451.04** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$8,000.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her 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 or her 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 has been depleted to a level of \$1,000.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 re-inspection.

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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 of 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 (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or 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.
- (5) documentation showing the required sanitary sewer easements

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.

GLEN OAK SECTION 7, PHASE B SUBDIVISION PLAT:

At the time of platting GLEN OAK SECTION 7, PHASE B, the County shall require the following be completed prior to signing the plat:

- (1) the COUNTY shall inspect sewers located in Section 7, Phase B and shall require the SUBDIVIDER to complete all necessary improvements to bring those sewers into compliance with the current standards.
- (2) the SUBDIVIDER shall pay to the DELAWARE COUNTY SANITARY ENGINEER fifty percent (50%) of the capacity charges then in effect for each single family residential connection shown on the plat.
- (3) the SUBDIVIDER shall provide a five (5) year maintenance Bond, or other approved financial warranties, for the sewers in Section 7, Phase B.

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

RESOLUTION NO. 10-978

IN THE MATTER OF ACCEPTING A SELF DIRECT PROGRAM CREDIT FROM AMERICAN ELECTRIC POWER:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Board of County Commissioners submitted an application to American Electric Power (AEP) for the Self Direct Program based on Resolution 09-1143, and

Whereas, AEP has reviewed the application and determined that the County has earned a Self Direct Energy Efficiency Credit in the amount of \$134,913.45 for the centrifuge project at OECC.

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Therefore, be it resolved that the Board of County Commissioners hereby accepts the AEP Self Direct Program credit in the amount of \$134,913.45 and authorizes the President of the Board to execute the AEP form acknowledging acceptance thereof.

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

RESOLUTION NO. 10-979

IN THE MATTER OF EXECUTING AN AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT WITH FLOYD BROWNE GROUP, INC. OF DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the Regional Sewer District has planned to abandon the Orange Road Pump Station and connect the existing sewers through a new gravity sewer as part of a continuing effort to minimize the number of pump stations owned and operated by the County, and

Whereas, the Sewer District staff is working on the design of the needed sanitary sewer improvements, and

Whereas, the staff needs professional surveying services provided by a consultant in order to complete the design of the needed sanitary sewer improvements, and

Whereas, the staff obtained five quotes from professional surveying companies to provided the needed services, and

Whereas, the quotes were evaluated by Sewer District staff and Floyd Browne Group, Inc. of Delaware, Ohio provided the lowest and best proposal, and

Whereas, the Sewer District staff recommends executing an agreement with Floyd Browne Group, Inc. for the required services with a not to exceed amount of \$8,500.00.

Therefore be it resolved that the Board of County Commissioners execute the contract for Professional Surveying Services for the Orange Road Pump Station Abandonment project with Floyd Browne Group, Inc. of Delaware, Ohio.

**PROFESSIONAL SERVICES CONTRACT
ORANGE ROAD PUMP STATION ABANDONMENT**

Section 1 – Parties to the Agreement

Agreement made and entered into this 26th day of July, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Floyd Browne Group (FBG), 3769 Columbus Pike, Delaware, Ohio 43015 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Contract Administrator and agent of the Board for Work performed in accordance with this Agreement. The Contract Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with “Exhibit A” Survey Limits, “Exhibit B” - Professional Surveying Estimate - Orange Road Pump Station Abandonment dated June 15, 2010, and “Exhibit C” - Floyd Browne’s Proposed Scope dated May 28, 2010 pages 1 - 4, by this reference hereby made part of this Agreement. In case of conflict between Exhibit B and Exhibit C, Exhibit B controls. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Contract Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum of **Six Thousand Dollars (\$6,000)**. Compensation for “If Authorized” tasks listed in the Price Proposal shall be made on a Unit of Work basis, the aggregate sum thereof not to exceed **Two Thousand Five Hundred Dollars (\$2,500)**. The total compensation paid to Consultant pursuant to this Agreement shall not exceed Eight Thousand Five Hundred Dollars (\$8,500). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work. All “If Authorized” work shall follow “Exhibit D” pages 1 & 2 for payment of time and materials accordingly.

Section 5 – Payment

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Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Contract Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Contract Administrator and shall complete the work no later than 30 days after authorized starting date. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Contract Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Contract Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Surveying services hereunder plus three (3) years following any additional services provided for Final Surveying, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that 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, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

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Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 **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.
- 13.4 **Headings:** The subject headings of the Sections and Subsections 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.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 10-980

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0723, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0723:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0723, memo transfers in batch numbers MTAPR0723 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Delaware County Sheriff	Contract CSEA	23711630-5301	\$ 20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004026	UNITED METHODIST CHILDRENS HOME	RESIDENTIAL TREATMENT	22511607 - 5342	\$30,000.00	0001
R1005149	CORINTHIAN COLLEGES INC	TUITION BOOKS FEES	22311611 - 5348	\$6,000.00	0001
R1005282	DELAWARE AREA CAREER CENTER	WORK READINESS	22311611 - 5348	\$45,000.00	0001

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

COMMISSIONERS' COMMITTEES REPORTS
(Refer To Cd Minutes For Entire Record)

- Commissioner Hanks**
 -Transfers Report Net Loss
 -Traveled Thur Fairfield County Past Week; Interested In The Amount Of Odot Participation Projects
 -Email About CRA For In Orange Township
 -Email About MORPC Letter Of Support

- Commissioner O'Brien**
 -DKMM Policy Meeting Is On Tuesday

- Commissioner Thompson**
 -This Past Weekend Was The Cruising Car Show In Delaware City

- County Administrator Debbie Martin**
 -MORPC Is Applying For A \$500,000 To \$5 Million US HUD Funded Grant To Create A Regional Plan For Sustainable Development; A Letter Of Support From The Economic Development Department Maybe A Future Agenda Item

RESOLUTION NO. 10-981

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 10-982

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 11:23AM.

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

RECESS TILL 2:00PM

2:01PM RECONVENING SESSION

RESOLUTION NO. 10-983

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

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 2:01PM.

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

RESOLUTION NO. 10-984

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 2:40 PM.

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

RESOLUTION NO. 10-985

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Director of The Child Support Enforcement Agency recommends promoting Brenda Davenport to an Enforcement Management Specialist with the CSEA Department; effective September 4, 2010;

Therefore Be It Resolved, that the Commissioners approve promoting Brenda Davenport to a Enforcement Management Specialist with the CSEA Department; effective September 4, 2010.

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

RESOLUTION NO. 10-986

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE MONDAY AUGUST 2, 2010 COMMISSIONERS' SESSION TO 3:00PM TO ACCOMMODATE A 3:00PM EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve changing the starting time for the Monday August 2, 2010 to 3:00pm to accommodate a 3:00PM executive session.

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

RESOLUTION NO. 10-987

IN THE MATTER OF ADJOURNING THE MEETING:

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners