

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 30, 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. 10-1122

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 26, 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 August 26, 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 Abstain Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

(Refer To Cd Minutes For Entire Record)

Phil Panzarella, Berlin Township Trustee, Spoke In Favor Of Resolution No. 10-1150 (A Resolution Approving A Berlin Township Community Reinvestment Area #041-05788-02 Agreement With Garth's Auctions, Inc., And Parkside Green, Llc.)

RESOLUTION NO. 10-1123

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0827:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0827 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
BCMh	Crippled Children	10011102-5319	\$ 150,000.00
Trident	Security	10011102-5301	\$ 50,000.00
JOG	Summer Employment	22411612-5301	\$ 35,200.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004014	KEYSTONE	RESIDENTIAL	22511607 - 5342	\$38,000.00	0001
	RICHLAND CENTER	TREATMENT			

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

RESOLUTION NO. 10-1124

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0827GC:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0827GC.

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

RESOLUTION NO. 10 -1125

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that Nate Meyer, Mike Seiter and Phil Viers attend a Culvert Inventory and

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Inspection Course in Akron, Ohio September 1, 2010, at the cost of \$150.00 (Fund Number 29214001).

Environmental Services is requesting that Ross Bigelow, Duane Matlack, Joe Scherler and Fred Fowler attend an Ohio Design Professionals and Code Analysts Ohio Building Code Study Course in Columbus, Ohio from September 15, 2010 thru November 11, 2010 at a total cost of \$295.00 from org keys 10011301.

Environmental Services is requesting that Cory Smith attend the Ohio EPA Class A DACUM workshop as a panel advisor in Columbus, Ohio on September 16 and 17, 2010 at a cost of \$130.00 from org keys 66211906 (50%) and 66211907 (50%).

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

RESOLUTION NO. 10-1126

IN THE MATTER OF CHANGING THE LOCATION OF THE MONDAY SEPTEMBER 20th, 2010, COMMISSIONERS' SESSION TO THE DELAWARE COUNTY FAIRGROUNDS STAGE BY COLISEUM:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve changing the location of the Monday September 20th 2010, Commissioners' Session to the Delaware County Fairgrounds Stage By Coliseum.

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

RESOLUTION NO. 10-1127

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM 6999 SUNBURY ROAD INC. DBA ALUM CREEK DRIVE THRU TO SUNBURY EXPRESS INC. DBA XPRESS DRIVE THRU AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Sunbury Express INC. DBA Xpress Drive Thru has requested a transfer of the C1, C2 and D6 permit from 6999 Sunbury Road INC. DBA Alum Creek Drive Thru both located at 6999 E. SR36 and SR37 Berlin Township Sunbury, Ohio 43074, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 10-1128

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE BROOKVIEW DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, With Resolution No. 09-1545 The Delaware County Commissioners Established A Drainage Maintenance Account (#09-15) And Approved The Permanent Drainage Maintenance Easement For The Brookview Drainage Improvement Project, and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 3%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the Brookview Drainage Improvement Project. (Copy available in the Commissioners' Office until no longer of administrative value).

FURTHER BE IT RESOLVED, THAT The Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments.)

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As this project came in under the estimate, some property owners who paid in advance are due a refund.

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

RESOLUTION NO. 10-1129

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR IMPROVING THE WIDENING OF LEWIS CENTER ROAD AS APPROVED IN RESOLUTION NO. 07-1190:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1190 levying special assessments for improving and Widening Of (I) Lewis Center Road From A Point Commencing Approximately 400 Feet East Of Its Intersection With Dubois Road And Proceeding Westerly To Its Intersection With U. S. Route 23 And (Ii) U. S. Route 23 From A Point 700 Feet South Of Its Intersection With Lewis Center Road And Proceeding Northwesterly To Its Intersection With Orangewick Drive By Excavating, Grading, Paving, Drainage, Conduit, Curbs And Gutters, Traffic Pavement Markings, Signalization And Street Signs, and

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2010 to be collected in year 2011 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2011 and thereafter in accordance with Resolution 07-1190 for the project as referenced above. (Copy available in the Commissioner's Office until no longer of administrative value).

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

RESOLUTION NO. 10-1130

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR THE EXTENSION OF SAWMILL PARKWAY AS APPROVED IN RESOLUTION NO. 07-1191:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1191 Levying Special Assessments For The Extension Of Sawmill Parkway From A Point Commencing At The Intersection Of Home Road And Sawmill Parkway And Proceeding Northerly For Approximately 5,000 Linear Feet By Excavating, Grading, Paving, Drainage, Street Lighting, Conduit, Curbs And Gutters, Traffic Pavement Markings, And Street Signs, Together With All Necessary And Related Appurtenances

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2010 to be collected in year 2011 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2011 and thereafter in accordance with Resolution No. 07-1191 for the project as referenced above. (Copy available in the Commissioner's Office until no longer of administrative value).

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

RESOLUTION NO. 10-1131

IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR MANSARD ESTATES SECTION 1, BASIN A-2:

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

Mansard Estates Section 1, Basin A-2

**OWNER'S AGREEMENT
MANSARD ESTATES SECTION 1, BASIN A-2**

THIS AGREEMENT made and entered into this 30TH day of August 2010 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the

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COUNTY, and **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled “**MANSARD ESTATES SECTION 1 BASIN A-2 CHANGE ORDER**” plan which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **OWNER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TEN THOUSAND DOLLARS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements.
4. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** no later than **September 30, 2010**.
5. The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. Upon completion of the improvements, the structure shall be inspected by the **COUNTY** and verified by the consulting engineer. After the structure has been approved by the **COUNTY**, the basin will then go on a one year maintenance period, during which time the **OWNER** will be required for all maintenance of the structure as deemed necessary by the **COUNTY**. Upon the satisfactory completion of the one year maintenance period, the structure will be turned over to the **COUNTY'S** ditch maintenance program.
7. The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
8. If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
9. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
10. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 10-1132

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

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

Whereas the below requests to perform work within the right of way have been reviewed and approved by the Delaware County Engineer;

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U10-079	CONSUMERS GAS	MILLER PAUL RD	INSTALL GAS LINE
U10-080	CENTURYLINK	CARTERS CORNER RD	RELOCATE CABLE
U10-081	CONSUMERS GAS	CENTER VILLAGE RD	INSTALL GAS LINE
U10-082	CENTURYLINK	OLD 3 C HIGHWAY	INSTALL CABLE
U10-083	FIBERTECH	GRIEF PARKWAY	INSTALL CABLE
U10-084	CENTURYLINK	MURPHY RD	BURY COPPER CABLE
U10-085	CONSOLIDATED ELECTRIC	SMOKEY RD	SET NEW POLES
U10-086	WIDE OPEN WEST	TUSSIC STREET RD	BURY FIBER
U10-087	TIME WARNER CABLE	SAWMILL RD	ROAD BORE
U10-088	FRONTIER	CARTERS CORNER RD	BURY CABLE
U10-089	SUBURBAN	ALUM CROSSING SEC 1&2	LAY GAS MAIN

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

RESOLUTION NO. 10-1333

IN THE MATTER OF APPROVING A PERMANENT EASEMENT, ESTABLISHING A MAINTENANCE ACCOUNT AND APPROVING MAINTENANCE ASSESSMENTS FOR THE NUCKLES #20 DRAINAGE IMPROVEMENT PROJECT:

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

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WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend establishing the Drainage Maintenance Account, approving the Drainage Maintenance Easements and approving the maintenance assessments;

RE: Nuckles #20 1003 Drainage Improvement Project
Maintenance Assessments, Drainage Maintenance Account
Drainage Maintenance Easement

Please accept this request to finalize the first year maintenance assessments, establish the drainage maintenance account and approve the drainage maintenance easements per ORC section 6131 and 6137. The following information may be used to initiate the account:

Name: Nuckles #20
Account: 1003
Organization: 21911401
Amount: \$967.50

Please note the above referenced dollar amount will be collected via maintenance special assessment beginning in 2011 and is NOT a construction assessment. (Copy available in the Commissioners' Office until no longer of administrative value)

Maintenance Easement Description: (Map available at Engineer's Office)

Commencing At A Point A Approximately 1,325' Feet West Of The Intersection Of Dulin Road And Shoemaker Road At The South Right-Of-Way For Shoemaker Road And Terminating Approximately 1,035 Feet To The South At Point B At Junction Of The Nuckles #20 Open Ditch With The Horseshoe Run #8601 Open Ditch.

Points A to B:
25 feet right of top of bank
25 feet left of top of bank

THEREFORE BE IT RESOLVED, that the Commissioners establish the Drainage Maintenance Account, approve the Drainage Maintenance Easements and approve the maintenance assessments for the Nuckles #20 (1003) Drainage Improvement Project.

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

RESOLUTION NO. 10-1134

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S OFFICE HOME ROAD GRADE SEPARATION PROJECT:

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

Establish New Org Key			
29440423	Home Road Grade Separation		
Supplemental Appropriation			
29440423-5420	Home Road/Road Construction	\$ 5,000,000.00	

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

RESOLUTION NO. 10-1135

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE COMMUNITY FOUNDATION OF DELAWARE FOR THE MOMS PROGRAM FOR JUVENILE COURT:

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

Grant #	n/a
Source:	Community Foundation of Delaware
Grant Period:	January, 2011 to December 31, 2011
Grant Amount:	\$ 15,848.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 15,848.00

The Mothers Offering Mentoring Support (M.O.M.S.) program will serve pregnant teens and teen mothers

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aged 13-19 years who are residents of Delaware County, Ohio. This program seeks to serve a minimum of 30 new teen moms annually. These teenagers will be matched with an experienced mother who serves as a mentor to the teen until the infant's first birthday. The Mothers Offering Mentoring Support (M.O.M.S.) program provides young women in Delaware County with adult role models to increase positive life skill development and the likelihood of family self-sufficiency.

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

RESOLUTION NO. 10-1136

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE/PROBATE COURT:

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

Transfer of Appropriation

From	To	
10026201-5001	10026201-5120	
Juvenile Court/Compensation	Juvenile Court/PERS	\$ 40,000.00
10026201-5348	10026201-5001	
Juvenile Court/Client Services	Juvenile Court/Compensation	\$ 12,000.00
10026201-5348	10026201-5102	
Juvenile Court/Client Services	Juvenile Court/Workers Comp	\$ 240.00
10026201-5348	10026201-5120	
Juvenile Court/Client Services	Juvenile Court/PERS	\$ 2,586.00
10026201-5348	10026201-5131	
Juvenile Court/Client Services	Juvenile Court/Medicare	\$ 174.00

Supplemental Appropriation

10026201-5120	Juvenile Court/PERS	\$ 200,050.00
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Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1137

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 Emergency Medical Services recommends accepting Scott Gano's request to change from a Full-Time Paramedic To A Part-Time Paramedic with the EMS Department; effective September 20, 2010.

Therefore Be It Resolved, that the Commissioners accept Scott Gano's request to change from a Full-Time Paramedic To A Part-Time Paramedic with the EMS Department; effective September 20, 2010.

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

RESOLUTION NO. 10-1138

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 accepting April Riley's resignation from the Department of Job and Family Services; effective September 3, 2010.

Therefore Be It Resolved, that the Commissioners accept April Riley's resignation from the Department; of Job and Family Services, effective September 3, 2010.

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

RESOLUTION NO. 10-1139

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

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

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

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

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

Cornell Abraxas

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective July 12, 2010, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Cornell Abraxas, entered into on the first day of July, 2010.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$5,000.00 to \$80,000.00.

Further Be It Resolved, that the Board of Delaware County Commissioners approve a purchase order increase in the amount of \$39,000.00 (22511607-5342) to P1004197.

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

RESOLUTION NO. 10-1140

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

It was moved by Mr. Hanks, seconded by Mr. O'Brien 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 service:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Foundations for Living 1451 Lucas Road Mansfield, Ohio 44905	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. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1141

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JRS GROUP FOR LEADERSHIP DEVELOPMENT FOR THE MANAGEMENT STAFF:

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

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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 with JRS Group for Leadership development for the management staff:

**AGREEMENT FOR ORGANIZATION LEADERSHIP DEVELOPMENT
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

This contract is entered into this 30th day of August 2010 by and between THE JRS GROUP, LTD., (hereinafter, "Provider"), whose address is 6405 Lake Trail Drive, Westerville, OH 43082, the Delaware County Department of Job & Family Services (hereinafter the "Department"), whose address is 140 North Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the "Board"), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Provider will provide services.

TERM:

August 1, 2010 through December 31, 2010.

SCOPE OF SERVICES:

The Services to be provided under this Contract to DCDJFS by the Provider are set forth and are more fully described in Appendix I.

REMUNERATION:

The Provider understands and agrees that it shall receive a fee of \$185.00 per hour. The total amount of this contract shall not exceed \$12,580.00.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that it must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days their receipt.

INDEPENDENT CONTRACTOR:

The Provider understands and agrees that it shall provide services for the Department as independent contractors and, as such, are not employees of the Department or of Delaware County. The Provider understands and agrees that as independent contractors they are responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

CONFIDENTIAL INFORMATION:

The Provider understands and agrees that the use or disclosure of information received or collected by the Provider during the provision of services to under this Agreement is to remain confidential.

HOLD HARMLESS:

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

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In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION:

This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 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 agreement 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.

DMA FORM STATEMENT:

Provider 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, Provider 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.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail to the following addresses and shall be effective on the date received:

<p>Provider:</p> <p>Jacqueline Romer-Sensky The JRS Group Ltd. 6405 Lake Trail Drive Westerville, OH 43082</p>	<p>DCDJFS:</p> <p>Mona Reilly, Director Delaware County Department of Job and Family Services 140 N. Sandusky St. Delaware, Ohio 434015</p>
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FINDINGS FOR RECOVERY:

The Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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.

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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.

ENTIRE AGREEMENT:

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Provider and the Department, 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.

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

RESOLUTION NO. 10-1142

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Appropriation Transfer		
From	To	
22311611-5301 Workforce Investment Act/Contracted Prof. Services	22311611-5001 Workforce Investment Act/ Compensation	\$ 6,000.00
22311611-5301 Workforce Investment Act/Contracted Prof. Services	22311611-5120 Workforce Investment Act/County Share/OPERS	\$ 1,000.00

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

RESOLUTION NO. 10-1143

IN THE MATTER OF TERMINATING THE CONTRACT WITH COVERALL HEALTH BASED CLEANING COMPANY FOR CARPET CLEANING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, on October 26, 2009, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 09-1353, approving a contract with Coverall Health Based Cleaning Company for carpet cleaning services for Delaware County (the "Contract"); and

WHEREAS, Article 3.3 of the Contract provides that the Board may, at its sole option, terminate the Contract upon thirty (30) days written notice of its intent to do so; and

WHEREAS, the County Facilities Supervisor and Maintenance Supervisor recommend termination of the Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves termination of the Contract with Coverall Health Based Cleaning Company for carpet cleaning services for Delaware County.

Section 2. The Board hereby directs the Clerk of the Board to mail a certified copy of this Resolution to Coverall Health Based Cleaning Company to serve as written notice of termination of the Contract.

Section 3. Termination of the Contract shall be effective thirty (30) days after the mailing of the notice directed in Section 2 of this Resolution.

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

RESOLUTION NO. 10-1144

IN THE MATTER OF APPROVING THE REVISED SECOND QUARTER REPORT FOR THE MENTAL HEALTH GRANT FOR ADULT COURT SERVICES AND APPROVING AN ADVANCE OF FUNDS:

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

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Grant # 2009-JG-C01-6596
 Source: Ohio Office of Criminal Justice Services
 Grant Period: January 1, 2010 to December 31, 2010
 Federal Grant Amount: \$ 30,00.00
 Local Match: \$ 5,000.00
 Local Match – City: \$ 5,000.00
 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.

Advance of Funds

From	To	
10011102	25922307	\$13,500.00
Comm General	Mental Health Docket	

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

RESOLUTION NO. 10-1145

IN THE MATTER OF FIXING THE COMPENSATION OF THE MEMBERS OF THE DELAWARE COUNTY RESIDENTIAL BOARD OF BUILDING APPEALS:

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

WHEREAS, the Building Code of Delaware County requires the organization and maintenance of a Board of Building Appeals for one, two and three family structures; and

WHEREAS, the Residential Board of Building Appeals is responsible to hear appeals filed by any person adversely affected by a decision of the Building Official in the enforcement of the code, formulate and report to the governing body recommendations of amendments to the code as the public health, safety and the general welfare may require and to consider variances from the code that result in unnecessary hardship and are not contrary to the public interest; and

WHEREAS, the Board of County Commissioners appoint, and fix the compensation for, the members of the Residential Board of Building Appeals, pursuant to section 307.381 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, to fix the compensation of members of the Residential Board of Building Appeals for meetings attended at the rate of \$15 per person, per meeting.

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

RESOLUTION NO. 10-1146

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ASSISTANT COUNTY ADMINISTRATOR:

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

**DELAWARE COUNTY
County Commissioners**

TITLE: Assistant County Administrator

JOB OBJECTIVES: Individual is responsible for assisting with the overseeing and direction of the general operations of Delaware County and assisting with the implementation of the policies of the Board of County Commissioners. Individual reports to the County Administrator.

ESSENTIAL JOB FUNCTIONS:

- * Assists the County Administrator in the administration, enforcement, and execution of the policies and resolutions of the Board;
- * Assists the County Administrator in the supervision and direction of the activities of the

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divisions of County government under the jurisdiction or control of the Board of County Commissioners;

- * Attends all meetings of the Board where attendance is required;
- * Demonstrates a comprehensive and professional knowledge of public administration, government structure and process, employee relations, office practices and procedures and public relations;
- * Acts in place of the County Administrator in his/her absence;
- * Prepares and submits such reports as required by the body and prepares additional reports as the individual deems advisable;
- * Recommends measures for adoption to the Board;
- * Keeps the County Administrator fully advised on the financial condition of the County;
- * Researches complaints from citizens and addresses public inquiries;
- * Assists in the preparing and submission of the budgets;
- * Maintains a thorough understanding of the County budgeting process;
- * Oversees the creation and maintenance of complete record of the proceedings of the Board of Commissioner;
- * Supervises Commissioner Staff and Public Defender's Staff and
- * Performs any other duties as assigned;

NON-ESSENTIAL JOB FUNCTIONS

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, scanner, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- * Thorough knowledge of and experience with relevant federal, state and local laws, rules and regulations, including but not limited to Ohio Revised and Administrative Codes, Delaware County policies and procedures;;
- * Knowledge of government structure and process; public administration; management; employee relations; office practices and procedures, budgeting and public relations;
- * Knowledge of accounting fundamentals;
- * Ability to direct and manage the work of others through teamwork, cooperation and mentoring;
- * Excellent interpersonal communication skills including the ability to write technical reports and procedures;
- * Aptitude for developing and maintaining effective working relationships with supervisors, employees, elected officials, and the general public;
- * Capable of analyzing and interpreting data and a wide variety of technical reports and journals;
- * Ability to exercise sound judgment; plan and implement goals and projects;
- * Ability to define problems, establish facts and draw valid conclusions; and

Job Standards: Associates Degree in Public Administration, Business Administration, Finance, Business or related field plus (5) five years experience in local government; or High School Diploma or GED

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plus a minimum of (10) ten years experience in local government, special projects, or other equivalent experience, preferably at the county or municipal government level; or any equivalent combination of accepted education and experience that would provide the necessary knowledge, abilities, and skills. Must possess a valid Ohio driver's license and have an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.

II. DIFFICULTY OF WORK

This position exists primarily to assist the County Administrator in the determination of long range planning, identifying trends, and overseeing proposals of Department managers and supervisors; managing the Commissioner's Office' fiscal, maintenance, personnel, and operational functions; evaluating program effectiveness and making necessary changes to ensure quality and reliability of services; and interfacing with other County departments and elected officials with regard to development of the County. Decisions and activities of this position have a direct and significant impact on a major segment of the economy, the public or the management of Delaware County Government. The position has considerable decision-making latitude and authority to implement such decisions. Decisions are made based upon laws, regulations and policies of the Board of County Commissioners.

III. RESPONSIBILITY

The Assistant (Deputy) County Administrator is required to assist with highly complex activities that are broad in scope with a number of major program responsibilities. Function generally requires the resolution of involved or controversial problems and decision-making within the scope of his/her authority. Errors in judgment, inaction, diminished proficiency in governmental administration issues and solutions, and inattentiveness to County interests could be devastating to the County and the public and have legal implications.

IV. PERSONAL WORK RELATIONSHIPS

The Assistant County Administrator has daily and frequent contact with co-workers, public officials, employees from private and public sector organizations and the general public. The purpose of these contacts is to guide and direct, review and assure progress of work assigned, coordinate services, manage job development and referrals and handle questions about the department, programs and client concerns.

V. Physical

Requirements: Individual performs sedentary work, which may require the lifting of up twenty-five (25) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, reaching, and walking.

Visual Activity: Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

Job Location: The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 10-1147

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The President of the Board of Commissioners and The County Administrator recommend to promote Letha George from Assistant to the County Administrator/Clerk to the Board of Commissioners to Assistant County Administrator; effective September 4, 2010.

Therefore Be It Resolved, that the Board of County Commissioners approves promoting Letha George from Assistant to the County Administrator/Clerk to the Board of Commissioners to Assistant County Administrator; effective September 4, 2010.

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

RESOLUTION NO. 10-1148

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IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE CLERK TO THE BOARD OF COMMISSIONERS:

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

**DELAWARE COUNTY
County Commissioners' Office**

TITLE: Clerk to the Board of Commissioners

JOB OBJECTIVES: Individual performs administrative duties for the Board of County Commissioners. Work involves serving as a liaison between the County Administrator, staff and the Board of Commissioners; researching, and responding to issues and inquiries. Individual reports to the Assistant County Administrator.

ESSENTIAL JOB FUNCTIONS:

- * Creates and maintains complete record of the proceedings of the Board of County Commissioners;
- * Records minutes of Commissioners' meetings and prepares permanent electronic recordings;
- * Certifies Board resolutions;
- * Prepares agenda for Board meetings;
- * Researches, authors, and prepares resolutions for Board meetings;
- * Assures that all documentation is properly prepared for Board meetings;
- * Prepares and maintains all files for the Commissioners such as ditch petitions, annexation petitions, etc.;
- * Reviews all Ditch Petitions, Annexation Petitions, Road Vacations, and Zoning Petitions for accuracy and compliance with the guidelines set forth by the Board and seeks legal guidance when necessary;
- * Maintains index of Commissioner's Resolutions;
- * Plans and coordinates meetings for the Board and the County Administrator;
- * Provides notification of all Board meetings to the media;
- * Performs general clerical duties including, but not limited to, paying invoices and tracking payments, tracking receivables, answering telephone, typing forms and letters, filing, and reception work;
- * Calculates payroll, and maintains time and attendance records;
- * Responds to public requests for information and complaints;
- * Supports Commissioners' programs and other programs by working with local agencies, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- * Devises correspondence, completing forms, and developing reports;
- * Handles client complaints and public inquiries regarding programs;
- * Orders supplies;
- * Substitutes for Switch Board Operator; and
- * Any other duties as assigned;

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

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I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, binding machine, copier, typewriter, scanner, multi-line telephone, calculator, FAX machine and other equipment necessary to perform duties.

Critical Skills/Expertise:

- * Thorough knowledge of County government structure and processes, including knowledge of legal aspects of County government;
- * Knowledge of relevant federal, state, and local laws, rules and regulations, including but not limited to, the Ohio Revised Code, Ohio Administrative Code, and Delaware County policies and procedures;
- * Ability to establish and maintain effective working relationships with superiors, co-workers, County Commissioners, governmental officials, and the public;
- * Ability to organize and prioritize work assignments and activities;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusion using judgment, and analytical skills;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- * Ability to organize and maintain large volumes of information and paperwork;
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies;
- * Knowledge of accounting fundamentals;
- * Ability to operate a multi-line telephone system;

Job Standards: Associates degree in Business Administration or related area combined with at least five (5) years of related work experience. Must possess a valid Ohio driver's license and have an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Work is broad in scope and involves many complex variables. Considerations may be new in basic character or within the situations in which they occur. Individual is required to provide technical assistance to staff personnel on programs, policies, the interrelationship of programs, the computer system and the application of this under extremely complex and difficult situations. Position requires the individual to be continually aware of changes occurring. Procedures must be developed for implementing changes at the local level. The individual exercises considerable initiative and independent judgment within an assigned area of responsibility, and work is subject to evaluation on the basis of results obtained.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, developing contracts with businesses and agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor's input when needed. Decisions are reviewed for overall accomplishment and impact upon agency mission, policy or practice. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information and may lead to litigation and financial penalties or losses.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The

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purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate services, handle questions about department, programs and visitors' concerns, and to gain cooperation or concurrence with differing opinions many times requiring negotiation or persuasion within policy parameters.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: The physical activity of the position is grasping, talking, hearing, listening, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes, and requires viewing a computer terminal and proofreading information.

Job Location: The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 10-1149

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The President of the Board of Commissioners and The County Administrator recommend to promote Jennifer Walraven from Assistant Clerk to the Board of Commissioners to Clerk to the Board of Commissioners; effective September 4, 2010.

Therefore Be It Resolved, that the Board of County Commissioners approve promoting Jennifer Walraven from Assistant Clerk to the Board of Commissioners to Clerk to the Board of Commissioners; effective September 4, 2010.

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

PRESENTATION

AMELIA JEFFERS, GARTHS AUCTIONS

REQUEST FOR COMMUNITY REINVESTMENT AREA TAX INCENTIVE

RESOLUTION NO. 10-1150

A RESOLUTION APPROVING A BERLIN TOWNSHIP COMMUNITY REINVESTMENT AREA #041-05788-02 AGREEMENT WITH GARTH'S AUCTIONS, INC., AND PARKSIDE GREEN, LLC.:

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

This agreement is made and entered into by and between the Delaware County Commissioners, on behalf of Delaware County, Ohio, with their main offices located at 101 North Sandusky Street, Delaware, Ohio, 43015, and Garth's Auctions, Inc. (Lessee), and Parkside Green, LLC (Owner), with their main offices currently located at 2690 Stratford Road (Box 369), Delaware, Ohio 43015, WITNESSETH;

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Berlin Township Community Reinvestment Area #041-05788-02; and

WHEREAS, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) desire to construct a new wholesale and auction building (hereinafter referred to as "PROJECT") on a ten acre site at the southeast corner of Big Run Road and US36/SR37. The PROJECT will take place within the boundaries of the aforementioned Community Reinvestment Area provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, Garth's Auctions, Inc., North American Industrial Classification System (NAICS) number is 453998; and

WHEREAS, the Delaware County Commissioners, by Resolution No. 05-1406 adopted October 17, 2005, designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

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WHEREAS, effective November 14, 2005, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-1406 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area [#041-05788-02](#) under said Chapter 3735; and

WHEREAS, the Delaware County Commissioners having the appropriate authority for the stated type of project is desirous of providing Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) with real property incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) will be creating new jobs at the PROJECT site; and

WHEREAS, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) have submitted a proposed agreement application (herein attached as Exhibit A and incorporated herein by reference) to Delaware County (hereinafter referred to as "APPLICATION"); and

WHEREAS, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) will remit the required state application fee of \$750.00 made payable to the Ohio Department of Development with the APPLICATION to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the Tax Incentive Negotiating Committee of Delaware County and Berlin Township investigated the APPLICATION on June 23, 2010, of Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) and recommended approval to the Berlin Township Trustees and the Delaware County Commissioners on the basis that Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) are qualified by financial responsibility and experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Delaware County; and

WHEREAS, the PROJECT site as proposed by Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) is located in the Olentangy Local School District. The tax incentive recommended and considered by this resolution is less than fifty percent; per Section 3735.671(A)(2), no school district action is required or requested. Tax Incentive Negotiating Committee members representing OLSD received a copy of the application at the June 23, 2010, negotiations; and

WHEREAS, Berlin Township Trustees recommended approval per Resolution 10-08-20 at their August 9, 2010 meeting; and

WHEREAS, pursuant to Section 3735.673, the City of Delaware, site of the current Garth's Auction, was notified on June 29, 2010, of the potential relocation; and

WHEREAS, The Clerk of the Board of County Commissioners is hereby directed to submit a copy of this agreement and supporting documentation to the Director of the Ohio Department of Development within fifteen days of passage; and

WHEREAS, The Clerk of the Board of County Commissioners is hereby directed to record this agreement and supporting documents with the Delaware County Recorder; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Parkside Green, LLC (Owner) shall re-build an historic, circa 1840's bank barn, with an additional 12,000 square feet of new construction (total of 20,000 square foot warehouse and auction facility including storage, photography and shipping space) on the southeast side of US36 and Big Run Road, per the following map. The new facility will replace an existing facility at 2690 Stratford Road, Delaware, OH. The site is being redeveloped as a Turkey Hill retail fuel and food center.

Said PROJECT will occur on ten acres of Parcel 41812001054000, as the same is known and designed on the Auditor's revised list of parcels in Delaware County, Ohio.

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Parkside Green, LLC (Owner) will construct a new building, and Garth’s Auctions, Inc (Lessee) will create jobs and purchase/transfer equipment new to their leased facility.

The PROJECT will begin October 1, 2010 and all acquisition, construction and installation will be completed by April 30, 2011. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

2. Job Creation: Garth’s Auctions, Inc., shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of:
 - 3 new full-time permanent job opportunities
 - 4 new part-time permanent job opportunities = 2 FTE
 - 0 new full-time temporary job opportunities
 - 0 new part-time temporary job opportunities.
 - =
 - 5 new full-time equivalent (FTE) jobs.

Garth’s Auctions, Inc., currently has 12 Full Time (12 FTE) and 9 Part Time (4.5 FTE) employees or 16.5 FTE at its 2690 Stratford Road facility; these jobs will be relocated to the new site.

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1 FTE = 37.5 hours per week or 2 part time employees working 37.5 total hours per week = 1 FTE

New Job Creation Period	New FTE Employment Level	Retain	Total FTE Employment
By December 31, 2012	+1 (Year 1)	16.5	17.5
By December 31, 2013	+2 (Year 2)	17.5	19.5
By December 31, 2014	+2 (Year 3)	19.5	21.5

Retained payroll for 16.5 FTE is \$600,000 per year.

The increase in the 5 FTE jobs shall result in at least TWO HUNDRED THOUSAND DOLLARS in annual payroll generated at the PROJECT site by December 31, 2014.

The following is a payroll itemization by the type of new jobs created:

\$150,000 new full-time permanent
 \$0 new full-time temporary
 \$50,000 new part-time permanent
 \$0 new part-time temporary
 =
 \$200,000 new job payroll

3. Garth’s Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the applicant’s compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

ADDITIONAL REQUIREMENTS:

- a. Garth’s Auctions, Inc (Lessee) and/or Parkside Green, LLC (Owner) shall maintain a corporate membership in a Delaware County chamber of commerce.
 - b. Garth’s Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) shall contact the Superintendent, Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015, 740.548.0708, for information on adult education and training services.
 - d. There is no school compensation agreement since the tax incentive is fifty percent or less.
4. Garth’s Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) plan to invest the following in tangible personal property acquired in conjunction with the PROJECT.

Personal Property	EXISTING baseline	MINIMUM investment	MAXIMUM investment
Machinery & Equipment	\$0	\$40,000	\$60,000
average		\$50,000	
terms		0%/yr exemption	
Furniture & Fixtures	\$0	\$40,000	\$60,000
average		\$50,000	
terms		0%/yr exemption	
Inventory	\$0	\$0	\$0
average		\$0	
terms		0%/yr exemption	
Total Investment	\$0	\$80,000	\$120,000
		\$100,000	

Year of Tax Exemption	Tax Exemption Amount		
	M&E	F&F	Inventory
Years 1-15	0%	0%	0%

5. Delaware County hereby grants Garth’s Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) a tax exemption for real property improvements made to the PROJECT site pursuant to Ohio Revised Code

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Section 3735.67 and shall be in the following amounts:

Real Property	EXISTING baseline	NEW INVESTMENT
Land	\$134,400 (2008 Auditor Market Value)	\$500,000
Building	\$0	\$1,300,000
Building Acquisition	\$0	\$200,000
terms		50%/yr exemption for 15 years
Total Investment	\$134,400	\$2,000,000

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%
Year 11	50%
Year 12	50%
Year 13	50%
Year 14	50%
Year 15	50%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2012, nor extend beyond 2027. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the PROJECT site. Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) must file the appropriate tax forms (DTE 24) with the County.

- Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to Delaware County once per year for each year the agreement is effective by December 31. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

- Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) fail to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
- Delaware County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- If for any reason Delaware County revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) materially fail to fulfill their obligations under this agreement and Delaware County terminates or modifies the exemptions from taxation granted under this agreement.
- If Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) materially fail to fulfill their obligations

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under this agreement, or if Delaware County determines that the certification as to delinquent taxes required by this agreement is fraudulent, Delaware County may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment by Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. The Delaware County Commissioners may secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

11. Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) hereby certify that at the time this agreement is executed, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) are liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) currently are paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner). For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
12. Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
13. Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) and Delaware County acknowledge that this agreement must be approved by formal action of the legislative authority of Delaware County as a condition for the agreement to take effect. This agreement takes effect upon such approval.
14. Delaware County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
15. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner), any successor thereto, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
16. Garth's Auctions, Inc (Lessee) and Parkside Green, LLC (Owner) affirmatively covenant that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representatives of Garth's Auctions, Inc (Lessee) or Parkside Green, LLC (Owner) have knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, then the party making such representation shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
17. This agreement is not transferable or assignable without the express, written approval of the Delaware County Commissioners.

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

PRESENTATION:
DAN CASHMAN, PLATINUM INDUSTRIES
AND
DAVE MARTIN, VILLAGE OF SUNBURY ADMINISTRATOR,
ON NESTLE BUILDING PROJECT

RESOLUTION NO. 10-1151

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***IN THE MATTER OF SUPPORTING SUBMISSION OF A CLEAN OHIO ASSISTANCE FUND
APPLICATION BY THE VILLAGE OF SUNBURY WITH THE OHIO DEPARTMENT OF
DEVELOPMENT FOR THE FORMER NESTLE SITE:***

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

WHEREAS, the Nestle/Nestle Hills Brothers Coffee Company formerly operated a manufacturing facility located on Columbus Street in the Village of Sunbury; and

WHEREAS, during peak operation Nestle employed approximately 260 employees generating both employment opportunities as well as tax revenue to the Village of Sunbury; and

WHEREAS, Nestle ceased operations in the mid-1990's resulting in a loss of all 260 office/manufacturing jobs; and

WHEREAS, the loss of 260 jobs in the Village of Sunbury whose population has varied from 2,000 to 3,200 people from the early 1990's to the present date had a significant effect on the unemployment rate within the Village of Sunbury, neighboring townships and the surrounding area; and

WHEREAS, the loss of 260 jobs which had an estimated annual payroll of between 8 and 9 million dollars resulted in a significant loss of state and local income tax revenue as well as approximately \$472,000 worth of annual lost personal property tax income to the Big Walnut Board of Education; and

WHEREAS, the economic effect on local suppliers/businesses has been significant as the following is a partial list of local businesses and suppliers which supplied goods and services to the facility have since gone out of business: Village of Sunbury Water Utility (sold to Del-Co); IGA Grocery Store; Fling Hardware; Allen Kinney (hardware store); and the Colonial Shoppe; and

WHEREAS, the facility was sold to Platinum Industries Inc. in 1996 and is currently owned by Research and Development Limited; and

WHEREAS, due to the facility's large size and highly specialized design, efforts to locate new commercial and/or industrial users for this site have been largely unsuccessful; and

WHEREAS, the property owner, Village of Sunbury and Delaware County officials have discussed and wish to approve submission of an application with the Clean Ohio Assistance Fund administered through the Ohio Department of Development to obtain funds for a Phase 2 Environmental Study which will ultimately allow submission of grant application for Clean Ohio Revitalization Funds from the Ohio Department of Development to attempt to secure funds for clean up and revitalization of the site; and

WHEREAS, the Village of Sunbury Council has approved, in Resolution 2010-05, the submission of the application, as well as all application criteria, including a finding that the Village of Sunbury in Delaware County, Ohio meets the application criteria of situational distress.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1: The Delaware County Board of Commissioners (the "Board") supports the submission of an application with the Clean Ohio Assistance Fund for the property owned by Research and Development Limited, commonly known as the former Nestle property, to secure funding for a Phase 2 Environmental Study, including approval of application criteria finding that the Village of Sunbury is "situationally distressed" as a municipal corporation that has experienced a closing or downsizing of a major employer that has adversely affected the municipal corporation's economy.

Section 2: It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were made in open meeting of the Board, and that all deliberations of this Board which resulted in this formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including section 121.22 of the Revised Code.

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

RESOLUTION NO. 10-1152

IN THE MATTER OF INCREASING THE FUNDING FOR A SEPTIC SYSTEM FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) HOME REPAIR ACTIVITY:

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

WHEREAS, the Delaware County Commissioners approved the use of Revolving Loan Fund (RLF) and

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Program Income to fund the DCHIP on Resolution No.09-692 dated June 8, 2009, and an increase on Resolution No. 10-782 date July 14, 2010; and

WHEREAS, the RLF and Program Income would provide funding for Home Repairs to privately owned units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County in the amount up to \$8,000 per unit; and,

WHEREAS, an applicant for the Home Repair activity is in need of a new septic system; and

WHEREAS, the cost for a septic system is more than the \$13,000 allotted for this Project, and

WHEREAS, working with the Delaware Health Department this project is a urgent health issue to the applicant and surrounding neighbors, and

WHEREAS, the County received only one bid for this Project in the amount of \$29,572.13, and

WHEREAS, additional funds in the amount of \$16,572.13 is needed for a new septic system.

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 allotted amount of \$13,000 to \$29,572.13 for this one unit. The additional funds will come from Program Income.

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

RESOLUTION NO. 10-1153

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF OSTRANDER ACTIVITY FOR ADDITIONAL FUNDS ALLOCATED THROUGH THE FISCAL YEAR 2010 COMMUNITY DEVELOPMENT BLOCK GRANT SMALL CITIES FORMULA PROGRAM CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2010 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

It was move by Mr. O'Brien, seconded by Mr. Hanks to authorize the following;

WHEREAS, Delaware County has applied for \$166,000 in the Fiscal Year 2010 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for various improvement and planning projects in the County, and

WHEREAS, the total cost of these projects is estimated to be \$183,500; 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' 10 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, AND

Whereas, the Office of Housing and Community Partnerships requests that Delaware County use \$12,000 of their RLF to assist the Village of Ostrander with their Sidewalk Improvement project.

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 \$12,000 to further assist the Village of Ostrander with their Sidewalk Improvement project.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the FY 2010 Grant to Delaware County.

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

RESOLUTION NO. 10-1154

IN THE MATTER OF AMENDING RESOLUTION 10-02 (APPOINTING FOR YEAR 2010 THE CLERK AND

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DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS) TO REFLECT PERSONNEL CHANGES:

It was moved by Mr. Hanks, seconded by Mr. Thompson to amend resolution 10-02 (Appointing For Year 2010 The Clerk And Deputy Clerks For The Board Of Commissioners) to reflect personnel changes:

Whereas, Resolution No. 10-02 appointed Letha George, Clerk; and Jennifer Walraven and Dottie Brown Deputy Clerks to the Board of Commissioners for the year 2010; and

Whereas, Resolution 10-1146 promoted Letha George to Assistant County Administrator; and

Whereas, Resolution 10-1148 promoted Jennifer Walraven to Clerk to the Board of Commissioners; and

Whereas, from time to time there exist the possibility of multiple absences from the workplace at the same time; and

Whereas, the Delaware County Commissioners may still need to conduct meetings during periods of multiple absences;

Therefore Be It Resolved, that the Delaware County Commissioners appoint Jennifer Walraven, Clerk and Letha George and Dottie Brown Deputy Clerks to the Board of Delaware County Commissioners for the year 2010 effective September 4, 2010.

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

RESOLUTION NO. 10-1155

IN THE MATTER OF AMENDING RESOLUTION NO. 10-08 (GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL) IN ORDER TO REFLECT CURRENT JOB TITLES :

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

Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and

Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and

Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to the County Administrator to allow and pay claims for goods received and services rendered within limits provided by resolution of the board provided that the county department receiving those goods or services certifies their receipt before the administrator allows the claim, and

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
ADMINISTRATIVE SERVICES				
<u>Human Resources</u>				
	Director of Administrative Services	X	X	X
#10011108	Human Resource Director	X	X	X
#10011109	Human Resource Director		X	X
<u>Insurance & Risk</u>				
	Director of Administrative Services	X	X	X
	Human Resource Director	X	X	X
#602	Insurance & Risk Technician		X	X
#601	Insurance & Risk Technician		X	X
#613	WC Coordinator		X	X
#750	Insurance & Risk Technician		X	X
#751	Insurance & Risk Technician		X	X
<u>Safety</u>				
	Director of Administrative Services	X	X	X
	Human Resource Director	X	X	X
#10011302	Safety Officer	X	X	X

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Animal Control (Dog & Kennel)

	Director of Administrative Services	X	X	
	Personnel Coordinator	X	X	X
#20411305	Dog Warden	X	X	X

Records Center

	Director of Administrative Services	X	X	X
	Human Resource Director	X	X	X
#10011103	Records Center Coordinator	X	X	X

ECONOMIC DEVELOPMENT

#210	Director of Economic Development	X	X	X
	ED Specialist		X	X
#230	Director of Economic Development		X	X
	ED Specialist		X	X
#231	Director of Economic Development	X		X
	ED Specialist		X	X
#408	Director of Economic Development	X		X
	ED Specialist		X	X

EMERGENCY SERVICES

9-1-1 Center

#214	911 Director	X	X	X
#10011304	911 Director	X	X	X

EMA

#216	EMA Supervisor		X	X
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EMS

	Director of EMS	X	X	X
#10011303	EMS Asst. Director	X	X	X

EMS Construction

#402	Director of Emergency Services		X	X
	Facilities Supervisor		X	X

ENVIRONMENTAL SERVICES

Code Compliance

	Director of Environmental Services	X	X	X
#10011301	Code Compliance Supervisor	X	X	X
#10011107	Code Compliance Supervisor	X	X	X

Sanitary Engineering

	Director of Environmental Services	X	X	X
#662	Lead Project Engineer	X	X	X
#663	Lead Project Engineer		X	X
#664	Lead Project Engineer		X	X
#665	Lead Project Engineer		X	X
#666	Lead Project Engineer	X	X	X
#667	Lead Project Engineer		X	X

Transfer Station

#680	Director of Environmental Services	X	X	X
	Lead Project Engineer	X	X	X

Maintenance Bond Fund

#765	Director of Environmental Services		X	
	Lead Project Engineer			X

FACILITIES

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Building & Grounds

	Facilities Supervisor	X	X	X
#10011105	Maintenance Supervisor	X	X	X

Service Center

	Facilities Supervisor	X	X	X
#10011106	Lead Mechanic		X	X

JOB AND FAMILY SERVICES

	Director of Job and Family Services	X	X	X
#10011110	Asst. Director of Job and Family Services		X	X
	Fiscal Supervisor		X	X
#10011501	Asst. Director of Job and Family Services		X	X
	Fiscal Supervisor		X	X
#223	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor	X	X	X
#224	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor	X	X	X
#225	Asst. Director of Job and Family Services		X	X
	Fiscal Supervisor		X	X
#228	Asst. Director of Job and Family Services		X	X
	Fiscal Supervisor		X	X
#701	Asst. Director of Job and Family Services		X	X
	Fiscal Supervisor		X	X

CSEA

#237	Dir. Child Support Enforcement Agency	X	X	X
	Fiscal Supervisor	X	X	X

COMMISSIONERS**Administrative**

#10011101	Assistant County Administrator	X	X	X
	Clerk to Commissioners		X	X

General

#10011102	Assistant County Administrator	X	X	X
	Clerk to Commissioners		X	X

County Home

#10011501	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

Clean Ohio Trails Fund

#238	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

PERMANENT IMPROVEMENT

#401	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

CAPITAL PROJECTS

#404	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

#412	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

#414	Facilities Supervisor		X	X
	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

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COURTS

#10029202	Assistant County Administrator	X	X	
	Clerk to Commissioners	X	X	
	Auditor's Fiscal Dept			X
#10029203	Assistant County Administrator	X	X	
	Clerk to Commissioners	X	X	
	Auditor's Fiscal Dept			X

PUBLIC DEFENDER

#10011202	Assistant County Administrator	X	X	
	Clerk to Commissioners		X	X
	Public Defender Secretary		X	X

BOND RETIREMENT

#501	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#502	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#503	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#504	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#505	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#506	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#507	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#508	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#509	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#510	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#511	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#512	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#513	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#514	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#515	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#516	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X
#517	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

MARRIAGE LICENSES

#24911311	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

DRAINAGE IMPROVEMENT

#403	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

DITCH MAINTENANCE

#219	Assistant County Administrator		X	X
	Clerk to Commissioners		X	X

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LODGING FUND

#730

Auditor's Fiscal Dept

X

The County Administrator may make purchase order and/or voucher requests from any of the above listed funds, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant County Administrator shall become the acting County Administrator; for the specific purpose of this resolution to make purchase order and/or voucher requests, and

Further be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to approve purchase orders not requested by the same individual, at the indicated amounts:

- A. County Administrator up to \$5,000.00
- B. In the absence of the County Administrator, the Director of Administrative Services or the Assistant County Administrator will become acting County Administrator to approve purchase orders and expenditure vouchers up to \$5,000.00
- C. Grant Funds shall be administered by the Appointing Authority as designed in the grant award.
- D. Soil & Water Conservation District shall administer the Ditch Maintenance Fund in accordance with the annual agreement, with the exception of any reimbursement made from the Ditch Maintenance Fund to the Soil & Water Conservation District.
- E. The County Auditor shall be authorized to release payroll warrants upon approval of electronically submit payrolls and submission of the hard copy payroll reports.

Effective September 4, 2010.

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

RESOLUTION NO. 10-1156

IN THE MATTER OF AMENDING RESOLUTION NO. 10-09 (DELEGATING AUTHORITY TO SPECIFIC STAFF FOR THE ADMINISTRATION OF PERSONNEL MATTERS, PAYROLL ITEMS, AND VARIOUS AGREEMENTS) IN ORDER TO REFLECT CURRENT JOB TITLES:

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

Whereas, under Ohio Revised Code Section 305.30 the Board of County Commissioners may delegate contracting authority, authority to pay claims for goods received and services rendered, and authority to perform any and all personnel functions otherwise conferred or incumbent upon the board of commissioners, and

Whereas, first year employees of Delaware County, who are not eligible for vacation, request unpaid leaves of absence from time-to-time for personal matters, and

Whereas, the Family & Medical Leave Act (FMLA) requires employers to provide up to twelve weeks of unpaid leave to employees who meet the requirements of the FMLA, and

Whereas, the Delaware County Auditor's Office allows offices to electronically submit payrolls which requires timeliness of approval and submission of the hard copy, and

Whereas, many contracts and agreements are administrative in nature and need timely execution to achieve the optimal result,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant authority to the County Administrator to:

- I. Approve departmental payrolls for all departments under the Board of Commissioners.
- II. In the absence of the County Administrator, the Director of Administrative Services or the Assistant County Administrator shall become acting County Administrator for the specific purpose of this resolution:
- III. Approve unpaid leaves of absence for up to 2 weeks. The County Administrator, or in the absence of the County Administrator, the Director of Administrative Services, may place employees on Paid Administrative Leave for up to 10 Days.
- IV. Negotiate, approve, and execute contracts and agreements and change orders under \$5,000 and for

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one (1) year or less.

- V. The County Administrator shall have the authority, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant County Administrator shall have the authority to approve the specific purpose of this resolution:
1. Workers compensation settlement agreements for amounts less than or equal to \$5,000
 2. Property and liability claim settlement agreements for amounts less than or equal to \$5,000
 3. Merit, Educational, Certification, Probationary, Bargaining Unit Agreement, Market Review wage increases or otherwise that have been approved indirectly by the Board of Commissioner resolution
 4. Mortgages Final Payment

Further be it resolved that the Board of Commissioners of Delaware County, State of Ohio, assign the following individuals the duty of prevailing wage officer for the assigned areas:

- I. Delaware County Engineer for Motor & Gas Fund and Road & Bridge Projects
- II. Director of Environmental Services for Environmental Services Funds Projects
- III. Director of Economic Development for all Economic Development Grants and Funds
- IV. Facilities Supervisor for all other Funds

Effective September 4, 2010.

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

RESOLUTION NO. 10-1157

IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SQUIRE SANDERS & DEMPSEY LLP:

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

Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, OH 43215-6197
Office: +1.614.365.2700
Fax: +1.614.365.2499
Direct Dial: +1.614.365.2737
cfranzmann@ssd.com

August 23, 2010

VIA E-MAIL

Deborah Martin
Acting County Administrator
Delaware County, Ohio
101 North Sandusky Street
Delaware, Ohio 43015

Re: Delaware County, Ohio – General Engagement Letter

Dear Debbie:

We thank you for the opportunity to advise Delaware County, Ohio (the “*County*”) from time to time in connection with various financing, economic development and other matters. We understand that each different representation will include participation in conferences to discuss financings, economic development projects and/or other matters, preparation and review of documents and proceedings in connection therewith, any necessary research and review of and rendering advice as to applicable laws, all of which will be more specifically described in a subsequent letter to you which will supplement this general representation letter (each a “*Representation*”). We understand that since the relationship described by this letter is general in nature, we will supplement this letter from time to time with a more detailed letter describing the scope and duration of our services to be performed on behalf of the County in connection with each specific Representation (in each case, a “*Supplemental Engagement Letter*”).

A written engagement agreement for legal services is recommended in Ohio and the other jurisdictions in which Squire, Sanders & Dempsey L.L.P. (“*Firm*”) practices law. The engagement agreement for each Representation between the Firm and the County consists of this letter, the enclosed Terms and Conditions of

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Engagement (“*Terms*”), and for each separate matter, the related Supplemental Engagement Letter, and is intended to achieve a clear understanding between the Firm and the County. The engagement agreement addresses our responsibilities to each other and outlines for you certain important matters that are best established early as we form our attorney-client relationship for each subsequent Representation.

We request that you carefully review this agreement including the enclosed Terms. Since those Terms were prepared for our use for all our firm clients on a wide range of matters, they are quite encompassing and may prompt questions. I would be pleased to answer any questions that arise from your review.

It is particularly important that you review and understand the terms of our relationship in the portion of the Terms addressing “Conflicts of Interest.” Based on our review of the information available to us, we are not aware of any current conflicts. If at any time during the course of any Representation we learn of a conflict, or the County concludes that a conflict exists, we will promptly consult with you to resolve it.

Our fees for each specific Representation will be detailed in a Supplemental Engagement Letter. We will be submitting invoices for each specific Representation in accordance with the procedures described in the related Supplemental Engagement Letter. Please note that invoices for our services are payable within thirty days of the date of our invoice.

If these matters are agreeable, please have a copy of this letter executed and return it to me. If you have any questions or concerns regarding this engagement agreement, please call me. We want you to be satisfied with the professional services that we perform on your behalf. Accordingly, we encourage you to contact us just as soon as you have any questions or concerns regarding our services or our fees.

Very truly yours,
 Christopher J. Franzmann
 Christopher J. Franzmann, Partner

CJF/ss
 Enclosure
 cc (w/enc): Aric I. Hochstetler, Assistant Prosecuting Attorney, Delaware County, Ohio
 Letter and Standard Terms Accepted, including section on “Conflicts of Interest”

Standard Terms and Conditions of Engagement

This document and the accompanying cover letter, (together the “agreement”) set forth the standard terms and conditions (“standard terms”) under which you are engaging Squire, Sanders & Dempsey L.L.P.¹ (“us” or “we” or “SSD” or “Firm”) to provide legal services. This agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to a new or revised engagement agreement expressly superseding this agreement in whole or in part. We encourage you to retain the agreement.

For your convenience, set forth below are the topics covered in these standard terms:

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¹ Squire, Sanders & Dempsey L.L.P. practices in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations. Please refer to the formal legal name on the cover letter accompanying these Standard Terms of Engagement for the name of the legal entity that is contracting with you. SSD attorneys worldwide are available to meet your needs.

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WHO WILL PROVIDE THE LEGAL SERVICES?

In most cases one SSD attorney will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

OUR SERVICES TO YOU

In our letter that presents these standard terms to you, we specify the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the accompanying letter. For example, unless specified in the accompanying letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under U.S. securities laws or any other laws or regulations; or advice on tax consequences. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

The confidentiality of protected client information (known as "confidences" and "secrets" in some jurisdictions and as "information relating to the representation of a client" in others) will be maintained inviolate in accordance with the law of professional ethics, except to the extent necessary to further your interests or as authorized by applicable law.

WHO IS OUR CLIENT?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same level of government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for affiliates, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your affiliates or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client, but you are the exclusive party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

SSD is a law firm of over 850 attorneys practicing law in a wide variety of fields from more than twenty-six offices. Since the founding of the Firm over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked SSD attorneys to represent them. Information on the nature of the Firm's clients and practice is available at <http://www.ssd.com> and upon request. Because of the broad base of clients that the Firm represents on a variety of legal matters, it is possible that you may find yourself in a position adverse to another Firm client in counseling, litigation, business negotiations, or some other

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legal matter in which we do not represent you. Accordingly, we are including the following model language recommended to us by our insurer:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

**TERMINATION OF
REPRESENTATION**

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, we will cease to render services to you as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude its continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon SSD by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that SSD would have the right to withdraw from the representation. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) SSD would be paid by you for the work it performed prior to termination; (B) SSD's representation of you prior to any termination would not preclude SSD from undertaking or continuing any representation of another party; and (C) as a result of SSD's representation of another party you would not argue or otherwise use SSD's representation of you prior to any termination to contend that SSD should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, the Firm has no continuing obligation to advise you with respect to future legal developments.

If we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, or if our records from our representation of you are demanded, or if any claim is brought against the Firm or any of its personnel based on your actions or omissions, you agree to pay us for any resulting costs, including for our time, calculated at the then applicable hourly rate for the particular individuals involved, even if our representation of you had ended.

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying engagement letter. The billing rates of our

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attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are both beyond our control and unforeseeable. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like).

Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services provided by the Firm (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all clients of the Firm over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we reserve the right to charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US \$550
Normal	1-3 cases	US \$850
Extraordinary	>3 cases	US \$1,350
Update	Update of prior response	US \$400
No-Services	Verifying no work for client during fiscal year	US \$75

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly. Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within 30 days of the date of our statement. If you have any issue with our statement, you agree to raise it specifically within 30 days of the date of our statement. If the issue is not immediately resolved, you agree to pay all fees and disbursements not directly affected by the issue within 30 days of the original bill and all amounts affected by the issue within 10 days of its resolution.

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In the event that a statement is not paid in full within 30 days of the date of our statement, interest and/or late charges will be imposed on any unpaid fees and/or costs at the combined rate of ten percent (10%) per annum. If the cover letter accompanying these standard terms of engagement specifies an event or an alternate date upon which payment is due, interest and/or late charges will be imposed on any unpaid fees and/or costs 30 days after the specified event or date. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

CLIENT AND FIRM DOCUMENTS

The Firm will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files, made at your expense, if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven years after the termination of the engagement, unless applicable law permits a shorter period for preservation of documents or requires a longer period, or unless a different period is specified in a special written agreement signed by both of us.

DISCLOSURE OF YOUR NAME AS OUR CLIENT

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

FIRM ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with the Firm's Ethics Attorneys, other specially designated Firm attorneys or outside counsel, we have your consent to do so and that our representation of you shall not diminish the attorney-client privilege that SSD has to protect the confidentiality of our communications with such counsel.

SEVERABILITY

In the event that any provision or part of this agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

ENTIRE AGREEMENT

This agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in the agreement.

GOVERNING LAW

Unless otherwise specified in the letter accompanying these standard terms, all questions arising under this engagement or concerning rights and duties between us will be governed by the law of the jurisdiction in which the

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SSD attorney sending you this agreement is licensed, excluding choice of law provisions that might select the law of a different jurisdiction. If he or she is licensed in several jurisdictions, the law of the jurisdiction of his or her principal SSD office will govern. When another jurisdiction provides that its law will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in Firm Management and/or an Ethics Partner. Thank you.

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

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

-Transfer Station, Mr. Cooper's Questions From DKMM

Commissioner O'Brien

-Attended DKMM Policy Meeting Last Week; Working On 15year Plan; Approvals By EPA

Commissioner Thompson

-New Home Construction In Delaware County

County Administrator Martin

-Will Be Attending With Gus Comstock, The OSU Marion Meeting On Frontier (Formerly Verizon)

(Mr. O'Brien Will Also Be Attending The OSU Marion Meeting).

(Mr. Hanks Will Be Attending the Opening of Grady Memorial Hospital, Ohio Health Campus)

RESOLUTION NO. 10-1158

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

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 10-1159

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 11:55AM.

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

RESOLUTION NO. 10-1160

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

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Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners